

Court

BCC

TT Name

MJ Peterson Corp

TT Address

501 JJ AP

TT City State Zip

Amherst NY 14228

Def (1) Name

William J. Wagner Jr

Def (1) Address

378 Windermere Blvd

Def (1) City State Zip

Amherst NY 14226

Def (2) Name

Def (2) Address

Def (2) City State Zip

TT Capacity

Corporation

Lease Date

March 1, 2005

Default Date

Sept 1, 2005

Monthly Rent

410

Months Owed

Sept '05 through Dec '05

Late Fees

160

Amount of Rent plus Late Fees

1800

Damages

N/A

Amount of Rent plus Late Fees plus

Damages

1800

Security Deposit

820

Total Owning

980

Attorney Fees

245

Comments/Additional Instructions

S/D 820

OK

Tenant Ledger
William J. Wagner, Jr. (wagnerjr)
882 Englewood Ave

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
03/01/05	Deposit	820.00		820.00
03/01/05	Rent for 31 Days	410.00		1,230.00
03/01/05			410.00	820.00
03/01/05	chk# 146		820.00	0.00
04/01/05	Rent-Apartment (04/2005)	410.00		410.00
04/05/05	chk# 270		410.00	0.00
04/07/05	Rent-Electric 2/22/05 - 3/22/05	24.37		24.37
05/01/05	Rent-Apartment (05/2005)	410.00		434.37
05/03/05	Gas 3/18 to 4/15/05	11.20		445.57
05/04/05	Electric 3/22/05 to 4/21/05	28.04		473.61
05/09/05	Misc-Late Charge	20.00		493.61
05/10/05	Misc-Late Charge	20.00		513.61
05/14/05	Electric 4/21/05 to 4/28/05	6.51		520.12
05/18/05	chk# 328		520.12	0.00
06/01/05	Rent-Apartment (06/2005)	410.00		410.00
06/06/05	chk# 104		410.00	0.00
07/01/05	Rent-Apartment (07/2005)	410.00		410.00
07/05/05	chk# 292		410.00	0.00
08/01/05	Rent-Apartment (08/2005)	410.00		410.00
08/04/05	chk# 309		410.00	0.00
09/01/05	Rent-Apartment (09/2005)	410.00		410.00
09/10/05	Misc-Late Charge	40.00		450.00
10/01/05	Rent-Apartment (10/2005)	410.00		860.00

Current	30 Days	60 Days	90 Days	Amount Due
450.00	410.00	0.00	0.00	860.00

Sept Rent 450

LF 40

Oct Rent 450

LF 40

Nov Rent 450

1,430

attly fee 450

1,880

disb 85

1,965

Application Fee \$ 25.00 - nonrefundable
 Initial Deposit \$100.00 (Units over
 \$1000 per month - deposit is 1/2
 Month rent)
Deposit not refundable after 72 hours



501 John James Audubon Parkway, Amherst, NY 14228
 Phone (716) 689-6006 Fax (716) 688-5463

ADDRESS RENTED 882 Englewood #4

RENT AMOUNT 410 / month

DESIRED MOVE-IN DATE 3-1-05

RENTAL AGENT Bruce Hamilton

Personal Information

*NAME: William J. Wagner Jr.
 First Middle Last
 Social Security # 9006 List any other name or alias used by you

CO-APPLICANT NAME:

First Middle Last
 Social Security # _____ List any other name or alias used by you _____

* NOTE: ADDITIONAL ADULT CO-APPLICANT(S) MUST COMPLETE A SEPARATE APPLICATION FORM

List full names of all other persons who will occupy premises: _____

PETS: How Many None TYPE OF PET(S) _____

In case of emergency notify: Thomaschiawith 15715 clerk
 Name Address Phone

Name Address Phone

Residence and Rental Record

Present Phone Number _____

Present Address 350 Northfield Amherst NY 14226
 Street Address Apt No. City State Zip

Dates of Occupancy From 1960 to 2005

Landlord's Name Carets Landlord's Phone () _____

Previous Address _____
 Street Address Apt No. City State Zip

Dates of Occupancy From _____ to _____

Landlord's Name _____ Landlord's Phone () _____

2nd Previous Address _____
 Street Address Apt No. City State Zip

Dates of Occupancy From _____ to _____

Landlord's Name _____ Landlord's Phone () _____

Employment Record

Total household income from all sources \$ 1500 May to be Ditch

**Applicant's Present Employer _____ Supervisor _____

Address _____ Monthly Income \$ _____

How Long _____ Occupation _____ Phone _____

**If this is not a local employee, where do you work locally? _____

Co-Applicant's Employer _____ How Long _____ Monthly Income \$ _____

Address _____ Occupation _____ Phone _____

Additional Source of Household Income: _____ Approx / Month \$ _____

Miscellaneous:

Total number of cars to be parked at the leased property None

Checking Account # _____ Bank _____ Branch _____

Savings Account # _____ Bank _____ Branch _____

IMPORTANT NOTICE REGARDING YOUR LEASE EXPIRATION DATE

Due to the seasonal effect on the local rental market, M. J. Peterson offers a choice of lease expiration dates to coincide with that market. In an effort to encourage a maximum number of leases to expire during the Spring & early Summer months, the following lease terms are offered.

****Minimum lease term allowed is 9 months (providing as follows)**

****Maximum term allowed is 24 months (providing as follows)**

NOTE: Leases will not be allowed to expire on August 31, September 30, October 3 November 30, or December 31, under any circumstances.

PLEASE CHECK ONE:

☐ January 31, 2006
☒ February 28, 2006
☐ March 31, 2006
☐ April 30, 2006
☐ May 31, 2006
☐ June 30, 2006

Or seal your rate with a longer term lease:

☐ January 31, 2007
☐ February 28, 2007
☐ March 31, 2007
☐ April 30, 2007
☐ May 31, 2007

I (WE) DESIRE TO MOVE IN ON 5 / 1 / 05

Please Read carefully before signing

- In the event this application is not accepted by M.J. Peterson, the deposit will be returned.
- M. J. Peterson does not insure tenants' personal property. All tenants must have Renters Insurance for their own protection.
- I understand that pets are not permitted without prior approval of Landlord. If permission is granted for a pet, I understand a pet deposit is charged and a Lease Addendum Governing Pets must be attached to the Lease Agreement.
- Each Co-applicant (except spouse) must provide a separate Rental Application.

Applicant acknowledges that this application has personally been filled out by the applicant and the information provided is true and complete. Applicant authorizes verification of any information contained in this application and verification from a consumer credit reporting agency. The deposit paid is not refundable after 72 hours if this application is approved following verification. Application fee is never refundable. This fee is to be paid by a separate check made payable to M.J. Peterson Corp. It is mandatory within five days of acceptance that the tenant arrange a mutually acceptable time with the M.J. Peterson Rental Dept. to sign leases and pay remaining security deposit in certified funds. The prorated amount, first month's rent and trash removal fee(if applicable) must be paid in full before keys are issued for occupancy. **Please Remember: Full Security Deposit Payment in Certified Funds MUST be paid within five (5) days of signing this application.** Failure to meet these provisions will result in loss of all deposits and fees paid to date.

William J. Wayne Jr.
 Applicant

Co-Applicant

Date 2/5/05

Thank you for choosing M. J. Peterson



The Housing Experts Since 1930

APARTMENT LEASE AGREEMENT - 882-04 Englewood Ave

THIS AGREEMENT, made Monday, February 28, 2006 between M. J. Peterson Corp. (as agent for and/or the owners of the premises hereinafter described M. J. Peterson, LLC), hereinafter called "Landlord" and William J. Wasmer Jr., hereinafter called "Tenant" and no others.

1. **DESCRIPTION** In Consideration of the rent to be paid and the terms of this agreement to be performed by the Tenant, Landlord hereby leases to the Tenant the following described premises situated in the city/town of Buffalo, County of Erie and State of New York 14223, being 882-04 Englewood Ave, hereinafter called the "Premises".

2. **TERMS** The term of this lease shall be for a period, commencing on 3/1/05 and ending at noon on 2/28/06. If Tenant elects to vacate the premises at the end of the initial or the then current term, said tenant shall notify the Landlord in writing by certified mail, at least sixty (60) days prior to the end of the initial or current term. In the event Tenant fails to do so, Landlord may, at it's sole option, deem Tenant a month to month tenant.

3. **RENT** Tenant agrees to pay the Landlord as rent for the premises, the sum of \$4,920.00 (& Prorate if applicable) throughout the term of this lease, payable in equal monthly installments of \$410.00 each & 1st Month Prorate Rent & Cable (if applicable). **ALL PAYMENTS MUST BE MADE BY CHECK OR MONEY ORDER.** The rent payment for each month must be paid on the first day of that month at the office of the Landlord or at such address as Landlord may from time to time designate by notice to Tenant. Landlord needs not give notice to the Tenant to pay the rent. The rent must be paid in full and no amounts subtracted from it. The Landlord shall have the right to increase the rent payable for any extended term by giving written notice to the Tenant, not less than thirty (30) days prior to the commencement of the extended term to which increased rent shall apply.

An additional rental charge in the amount of \$20.00 shall be paid by the Tenant for any rent due but not received by Landlord by the 5th day of the month and an additional rental charge in the sum of \$20.00 shall be charged to Tenant for any rent due but not received by Landlord on the 10th day of the month. All additional rent charges shall be due and payable on demand.

Repeated late payment of rent, regardless of whether Landlord has received and accepted additional rent charges for such late payment, shall be deemed a material breach of lease for which Landlord may elect to terminate this lease in accordance herewith.

4. **RENT FOR GARAGE (If Applicable)** Tenant agrees to pay the Landlord as rent for Garage(s) # N/A, the sum of _____ throughout the term of this lease, payable in equal monthly installments of each, plus applicable sales tax. The use of heating and cooling devices and appliances is strictly prohibited and is not to be connected to any garage or common area outlet.

5. **UTILITIES** As a condition of this lease, and as additional rent, Tenant will pay the following utilities: (check where applicable)
☒ Electric
☒ Other (specify): BULK CABLE VALUE SERVICE PROVIDED BY ADELPHA CABLE COMMUNICATIONS (SEE ADDENDUM)
In the event Tenant fails to make the above utility payments when due or allows the utility company to discontinue service (except voluntary cable service disconnect) for any reason, such failure shall be deemed a material breach of this lease and Landlord may elect to terminate this lease in accordance herewith.

6. **SECURITY DEPOSIT** The Tenant will deposit with Landlord, upon the signing of this lease by Tenant, the sum of \$820.00 (incl Pet Deposit - only where applicable). The security deposit has been deposited in M&T Bank. The Address of the bank is Lease Security Operations, P.O. Box 4821, Buffalo, NY 14240-4821. The Tenant acknowledges notice of the deposit in the said bank. If a bank is not named, the Landlord will notify the Tenant of the bank's name and address in which the security is deposited. The security deposit, referred to in this paragraph is deemed additional rent.

The security deposit is security for the performance by the Tenant of all terms and conditions of this lease, as well as security for the return by the Tenant to the Landlord of the apartment and the personal property therein. Also, in respect to said security deposit, both the Landlord and the Tenant hereby agree to the following: (a) the security deposit shall not be considered applied, or used as rental payment for the final month of the term of this lease by the Tenant; (b) the Landlord shall return the Tenant's security deposit after the Tenant has vacated the premises, provided that the Tenant surrendered the apartment in good order and condition, ordinary wear accepted, and provided the Tenant has fully and faithfully carried out all terms, conditions and covenants of this lease; (c) if the Tenant shall default or fail to perform any term of this lease, the security deposit will be immediately forfeited to the Landlord, as liquidated damages. It is the intent of this security deposit to secure the Tenant's performance of the Tenant's promise under this lease. However, under no circumstances shall the Landlord be deprived of any other remedy as the law may furnish or be agreed upon in this lease, regardless of retention by the Landlord of the said security deposit.

After the termination of this lease, and the Tenant vacates the apartment, the Tenant shall be entitled to a refund of the said security deposit from the Landlord, less any deductions permitted herein. Security deposit will not be returned until all utility charges have been finalized and paid in full.

If the rent for any extended term hereof shall be increased, the Landlord shall have the right to require the Tenant to deposit additional sums with the Landlord to be held by the Landlord pursuant to the terms of this paragraph, which sums shall be deposited by Tenant with Landlord on demand and considered additional rent.

7. **USE AND OCCUPANCY** The Premises must be used only as a private dwelling to live in and for no other reason. Only a Tenant signing this lease and any children of that Tenant may use the unit (or such persons as permitted by law).

The Tenant agrees to occupy the Premises in a safe, careful, and proper manner without waste of water, gas or electricity. The Premises shall not be used or permitted to be used for any unlawful purpose nor shall the premises, or any part thereof, be used for any purpose that the Landlord may judge will injure the reputation of the Premises or building, or disturb or annoy any other tenant of the building or neighboring premises.

The Tenant will not keep or have any type of pets in the premises except upon written consent of the Landlord. No additional locks or fastening shall be placed upon any door by the Tenant without prior written consent of the Landlord.

The Tenant will not permit or allow any persons or persons occupying the Premises or guests of the Tenant to cause any noise, loud music, disorderly conduct, or any other conduct which is annoying or disturbing to Landlord or other neighboring tenants or occupants of nearby residences.

8. **CARE OF PREMISES** The Tenant, at Tenant's cost, shall keep the Premises in a clean and healthy condition, and take care of all equipment and fixtures in it. Tenant will surrender possession of the Premises and all appliances and equipment furnished by Landlord in the same condition of cleanliness, repair and rightness as at the time of Tenant's entry. If this is not done, the Landlord may enter the Premises during the term hereof, repair or restore the Premises, appliances, or equipment to the same condition as at the time of the entry upon the Premises by the Tenant, and the Tenant agrees to pay the Landlord, upon demand, as additional rent, costs to the Landlord of repairing or restoring the Premises.

9. **FAILURE TO GIVE POSSESSION** Landlord shall not be liable for failure to give possession of the Premises on the beginning of the date of this lease. The Tenant will pay rent at the beginning of the term of this lease, unless the Landlord is unable to get possession. Rent shall then be payable as of the date possession is available. Landlord shall not be liable for any damages suffered by Tenant if the Premises is not available on the date of this lease, nor shall Tenant have the right to terminate this lease.

10. **DAMAGE BY FIRE OR OTHER CASUALTY** The Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective conditions. If the fire or other casualty is caused by act of neglect of the Tenant, or guest of Tenant, all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be additional rent.

If the Premises shall be damaged or destroyed by fire or by any other cause or casualty, not due to the fault or neglect of the Tenant, and the said damages can be reasonably repaired within sixty(60) days from the time of the happening, the Tenant shall not be entitled to surrender possession of the Premises, nor shall the Tenant's obligation to pay rent under this lease terminate. Landlord shall cause the same to be repaired with reasonable speed and shall complete the same within sixty(60) days from the happening of such damage, provided that such repairs are not delayed by reason of strikes, labor difficulties, or disputes, shortages of material, settlement of insurance proceeds or any cause beyond the reasonable control of the Landlord, the time for completion of such repairs shall not be extended for a period equal to the duration of such delays. If tenant shall be deprived of the occupancy of all or any portion of the Premises by reason of such damage, or to make such repairs, Tenant shall not be entitled to an abatement of rent.

In the event that such damage cannot be reasonably repaired by the Landlord within the sixty(60) day period, then and in such event, the Landlord and Tenant shall have the right to terminate this lease effective as to the date of such damage by giving written notice to the other party by certified mail within thirty(30) days after the occurrence of said damage.

If the building in which the Premises is situated shall be damaged by fire or by any other cause or casualty and such damage cannot be reasonably repaired within ninety(90) days from the happening of the said event, the Landlord shall have the right to terminate this lease effective as of the date of the event of such damage, by giving written notice, by certified mail, to the Tenant, within sixty(60) days after the occurrence of said damage.

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11. **AUTOMOBILES** Tenant shall cause all automobiles owned or operated by Tenant or Tenant's guests, to be parked only in accordance with such rules as may from time to time be established by the Landlord, and only in such spaces as Landlord may from time to time designate. No such automobiles shall at any time be parked at entrances, service entrances, or crosswalks for the building in which the Premises is situated. Landlord shall have the right to remove any automobile owned or operated by Tenant or any occupant of the Premises, or the guest of Tenant, which is abandoned, unsightly, inoperable, or which does not have displayed thereon license plates which are then valid. The word automobile in the paragraph relates to any type of motor vehicle or motorcycle. The parking of any commercial or recreational vehicle shall be at the discretion of the Landlord. Tenant may not park on lawns. Any violation by Tenant or Tenant's guest after one prior notification shall be deemed a material breach of this lease and the Landlord may elect to terminate this lease in accordance herewith.
12. **USE OF PUBLIC HALLS AND ELEVATORS (If Applicable)** The Tenant, and guests of the Tenant, or any occupants of the Premises shall not obstruct the entrances, passages, halls, corridors, stairways, elevators, exits, and fire escapes, nor use them for any purpose other than for ingress or egress to or from the building it is situated in. Nor shall the Tenant cause any furniture or bulky articles to be moved in the hallways, stairways, or elevators of said building, except under such regulations and in such manner prescribed by the Landlord. Tenant shall not erect an antenna or any other such structures outside of the Premises or building or use the roof for any purpose, without obtaining the written consent of the Landlord.
13. **LIABILITY** Landlord is not liable for loss, expense or damages to any person or property unless due to Landlord's gross negligence. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Premises. Tenant must pay for damages suffered and money spent by the Landlord relating to any claim arising from any act of neglect of Tenant. If action is brought against Landlord arising from Tenant's act or neglect, Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice. Tenant is responsible for all acts of Tenant's family, employees, or guests or invitees.
14. **ENTRY BY LANDLORD** Landlord may enter the Premises at reasonable hours to repair, inspect, exterminate, or perform other work Landlord deems necessary. At reasonable hours, the Landlord may show the Premises to possible new tenants during the last three months of the term. If Landlord enters the Premises, Landlord will try not to disturb Tenant. Landlord may keep all equipment necessary to make repairs or alterations to the Premises or building in the Premises of Tenant. Landlord's use of the Premises does not give Tenant a claim of eviction. Landlord may enter the Premises to get to any part of the building. Tenant's refusal to permit Landlord's reasonable entry upon the Premises shall be deemed a material breach of this lease for which Landlord may elect to terminate this lease in accordance herewith. In the event Landlord elects not to terminate this lease for Tenant's wrongful refusal to allow entry to Landlord, Landlord may seek an order from a court directing its entry to the Premises be permitted. In such event, Tenant shall pay all Landlord's costs associated with obtaining such order including, but not limited to its attorney fees as additional rent.
15. **ALTERATIONS** Tenant must obtain prior written consent of the Landlord to install any paneling, flooring, built-in decorations, partitions, railings, or make any alterations or to paint or wallpaper the Premises. Then, the alterations shall be made by Tenant to the Premises and same shall become part of Premises and become property of the Landlord upon ending of this lease. If the Landlord should desire, the Landlord may require the Tenant to remove the alterations, and upon demand, the tenant shall restore the Premises to the condition prior to the making of such alterations, which shall be done at the cost and expense of the Tenant.
16. **TEMPORARY SERVICE INTERRUPTION** Any temporary interruption of, or default on the part of the Landlord in providing any utilities required to be provided by the Landlord or any other services required to be provided by the Landlord, caused by repairs, renewals, improvements, alterations, strikes, labor difficulties, or disputed, accidents, the inability of Landlord to procure such services or to obtain sufficient quantities of fuel or supplies or other causes beyond the control of the Landlord, shall never be deemed an eviction or disturbance of the Tenant's use or possession of the Premises or any part thereof, nor shall be deemed a breach of Landlord's covenant of quiet possession. Any such temporary interruption shall not entitle Tenant to claim any damage or rebate, reduction, or abatement of rent on account of such temporary interruption or default, but Landlord shall use reasonable efforts to attempt to remove the cause of such interruption.
17. **SUBORDINATION** This lease and tenant's rights are subordinate to all present and future (a) leases for the building or the land on which it stands; (b) Mortgage, mortgages, on the leases or the buildings or land; (c) agreements securing money paid or to be paid by a lender, and deemed terms, conditions, renewals, changes of any kind in extensions of the mortgages, lease, or lender's agreements. Tenant must promptly execute any certificate or certificates that Landlord requests to show this lease is so subject and subordinate. Tenant authorizes Landlord to sign the certificate or certificates for Tenant. Landlord may request an agreement for changes in this lease. Tenant must sign this agreement if it does not change the rent, the terms, or alter the Premises.
18. **CERTIFICATE OF TENANT** Upon request by the Landlord, Tenant shall sign a certificate stating the following: (a) This lease is in full force and unchanged or if it is changed, how it is changed; (b) Landlord has fully performed all the terms of this lease and Tenant has no claim against Landlord; and (c) Tenant is fully performing all the terms of the lease and will continue to do so; and (d) Rent and added rent have been paid to date. This certificate will be addressed to the party Landlord chooses.
19. **RENTAL APPLICATION** Prior to signing of this lease, Tenant submitted to Landlord a rental application containing certain information and statements requested by Landlord, which information and statements made by Tenant are hereby incorporated by reference as though fully written herein. Tenant represents and warrants that the information and statements made and furnished by Tenant in said rental application are true and complete and Tenant acknowledges that Landlord has relied thereon in entering into this lease. If Landlord shall at any time discover that any information or statement made by Tenant in said application is determined to be false, Landlord shall have the right to terminate this lease by giving less than three (3) days prior written notice thereof to Tenant.
20. **MATERIAL BREACH OF LEASE - TENANT'S DEFAULT**
- A. The following are considered material breaches of the lease by the Tenant:
- (1) A failure to pay rent and added rent on time.
 - (2) Failure to move into the Premises within fifteen (15) days after the beginning of the term.
 - (3) Issuance of a court order under which the Premises may be taken by another party.
 - (4) Improper conduct by Tenant, annoying other Tenants.
 - (5) Tenant's annoyance, harassment or abuse to Landlord's employees and/or agents.
 - (6) Failure to comply with any of the terms or rules in this lease or, if applicable, Association/Condominium Rules & Regulations. The tenant shall be responsible for any fines imposed by an Association or Condominium Board for failure to comply with set rules and regulations.
 - (7) Any illegal activity conducted on or about the demised premises by Tenant or any person that is Tenant's guest or invitee, whether or not Tenant has knowledge of or has consented to the illegal act.
 - (B) Any illegal act or violation of a government code by Tenant.
- If Tenant materially breaches the said lease, Landlord may cancel this lease by giving Tenant a cancellation notice and a termination date. Said termination date will be three (3) days after the notice is served pursuant to the terms of this lease. The cancellation and termination notice will advise Tenant to vacate the subject premises on the termination date. Tenant must leave the premises and give the Landlord the keys on the said termination date. However, if Tenant continues to reside in the Premises, Tenant will be considered a hold-over tenant. As to failure to pay rent or added rent on time, a three (3) day notice will be given pursuant to Section 711(2) of the Real Property Actions and Proceedings Law of the State of New York.
- B. If the lease is canceled, or rent or added rent is not paid on time, or Tenant vacates the Premises, Landlord may, in addition to other remedies, take the following steps:
- (a) Enter the premises and remove Tenant and any personal property, and
 - (b) Use eviction or other lawsuit methods to take back the Premises.
- C. If this lease is canceled, or a warrant of eviction is issued, the following take place:
- (1) Rent and added rent for the unexpired term become due and payable. The Tenant understands that this means the total amount of rent due for the remainder of the term of this lease shall immediately become due at this time.
 - (2) Landlord may re-rent the Premises and anything in it. The re-renting may be for any term. Landlord may charge any rent or no rent and give an allowance to the new Tenant. Landlord may, at Tenant's expense, do any work Landlord feels needed to put Premises in good repair and prepared for renting. Tenant stays liable and is not released in any manner.
 - (3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses, second to pay any amounts Tenant owes under this lease. Landlord's expenses include the cost of getting possession and re-renting the Premises, including but not only, reasonable legal fees, broker's fees, or cleaning and repairing costs, and decorating and advertising costs.
 - (4) From time to time the Landlord may bring actions for damages. The delay or failure to bring an action shall not be a waiver of Landlord's rights.
 - (5) If Landlord takes possession of the Premises by court order, or under the lease, the Tenant has no right to

- return to the Premises.
(9) Landlord shall be under no obligation to re-rent the Premises.
21. **ATTORNEY'S FEES AND COLLECTION AGENCY FEES OF LANDLORD** The Tenant agrees to pay any and all reasonable legal fees incurred by the Landlord due to any breach or default of the terms of this lease. Tenant also agrees to pay for any costs and disbursements concerning any legal action, lawsuit or collection agency fees. These legal fees, collection agency fees, and/or attorney fees, costs and disbursements are deemed additional rent and due on demand.
22. **BANKRUPTCY OR INSOLVENCY** If Tenant assigns for the benefit of creditors, or if Tenant files a voluntary petition or an involuntary petition is filed against Tenant under the bankruptcy or insolvency law, or a trustee or receiver of the Tenant or Tenant's property is appointed, Landlord may at the option of the Landlord give Tenant thirty(30) days notice of cancellation of the term of this lease. If any of the above is not fully dismissed, within thirty(30) days, the term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses, and expenses without offset.
23. **WAIVER OF RIGHT TO JURY TRIAL AND TO INTERPOSE COUNTERCLAIM** Landlord and Tenant agree not to use their right to trial by jury in any action or proceeding brought by either against the other, for any matter concerning this lease or the Premises. Thus, in a court proceeding to get possession of the Premises, the Tenant shall not have the right to make a counterclaim or Set-Off.
24. **NO WAIVER BY LANDLORD** Landlord's failure to enforce, or insist that Tenant comply with the terms of this lease is not a waiver of the Landlord's rights. Acceptance of rent by Landlord is not a waiver of Landlord's rights. The rights and remedies of Landlord are separate in addition to each other. Choice of one does not prevent Landlord from using another.
25. **ILLEGALITY** If a term in this lease is illegal, the term will no longer apply. The rest of the lease remains in force.
26. **CONDEMNATION** If all the Premises or building is taken, or condemned by legal authority, the term and Tenant's rights shall end as of the date authority takes title to the premises or building. If any part of the premises or building is taken, Landlord may cancel this lease on notice to Tenant. The notice shall set a cancellation date not less than thirty(30) days from the date of notice. If the lease is canceled, the Tenant must deliver the premises to Landlord on cancellation date together with all rent due to that date. The entire award for any taking belongs to the Landlord. Tenant gives Landlord any interest Tenant may have to any part of award. Tenant shall make no claim for the value of the remaining part of the term of this lease.
27. **TENANT'S DUTY TO OBEY LAWS AND REGULATIONS** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, directions, of all government authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notice received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.
28. **SUB-LEASE AND ASSIGNMENT** Tenant will not assign this lease or sublet all or part of the premises or permit any other person to use the premises. If Tenant does, Landlord has the right to cancel the lease as stated in the default section. Tenant must get Landlord's written permission if Tenant wants to assign or sublet this lease. Tenant remains bound to the terms of this lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. Tenant is responsible for any acts for any assignee or subtenant.
29. **TENANT GIVE LIEN TO LANDLORD** The Tenant hereby grants a lien on all personal property of the Tenant in or upon the premises to the Landlord, to secure payment of rent and performance of the covenants and conditions of this lease. The Landlord shall have the right, upon default in payment of rent or failure of the Tenant to comply with any terms of this lease, as agent of the Tenant, to take possession of any furniture, fixtures, or other personal property of the Tenant found and deemed abandoned in or about the premises, and sell the same at public or private sale and apply the proceeds thereof to the payment of any rent or additional rent of money becoming due under this lease. The Tenant hereby waives benefit of all laws exempting property from execution, levy, and sale on this stress or judgment.
30. **END OF TERM AND HOLDING OVER** Upon the ending of the term of this lease, Tenant shall immediately deliver possession of the premises to the Landlord. In the event that the Tenant shall continue possession, Tenant shall at the option of the Landlord become a month to month tenant. The rent for month to month tenancy shall be equal to double the regular monthly rent. The monthly installments of rent to be paid as aforesaid, commencing with the first day after the end of the term of this lease. The Tenant shall be subject to all conditions and terms of the said lease except as to the rental amount as though the same had originally been a monthly tenancy.
31. **MODIFICATION** Any modification, addition or other alteration of this lease must be in writing signed by the Landlord and Tenant.
32. **BILLS AND NOTICES** Except as otherwise stated in this lease, a bill, statement, note or communication which the Landlord may desire or be required to give the Tenant, including a notice of expiration or default shall be deemed sufficiently given or rendered if it is written, delivered to the Tenant personally, sent by certified mail addressed to the Tenant at the building at which the premises is a part, left at said premises addressed to Tenant, or by regular mail addressed to the Tenant at the building at which the premises is a part. At the time of the sending of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same was delivered to the Tenant, mailed or left at the premises as herein provided. Any notice by the Tenant to the Landlord must be served by certified mail, addressed to the Landlord, at the address where the last previous rental was paid.
33. **QUIET ENJOYMENT AND HABITABILITY** Subject to the terms of this lease, as long as Tenant is not in default, Tenant may peacefully and quietly have, hold, and enjoy the premises for said term. Landlord states that the premises and building are fit for human living.
34. **LEASE BINDING ON** This lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, or successors, and lawful assigns.
35. **PARAGRAPH HEADINGS** The paragraph headings are for convenience only.
36. **ABANDONED PROPERTY OF TENANT** If at the end of the term of this lease, or if Tenant no longer resides at the premises before the end of the term of this lease, any abandoned property of the Tenant, the Landlord at his option, may dispose of that abandoned property that the Landlord deems to be valueless, or store abandoned property for a reasonable period and then dispose of said property at the option of the Landlord. Tenant will reimburse Landlord for any expenses incurred in the storage of said abandoned property, included but not limited to storage space, advertising or other expense. The reasonable period of storage shall be solely within the discretion of the Landlord.
37. **CLAIM FOR DAMAGES** All personal property belonging to the Tenant or to any other person and located in the premises or about the building in which the premises are situated shall be at the sole risk of the Tenant or such other person neither Landlord nor Landlord's agents or employees shall be liable for the theft or misappropriation thereof, nor for any damage or injury to Tenant or to any other persons or property caused by, but not limited to water, snow, frost, steam, heat or cold, dampness, falling plaster, sewers or sewage, gas odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds or any act, neglect or omission of other tenants or occupants of the building in which the premises are situated or of any other person or caused in any other manner whatsoever. Tenant shall indemnify and save Landlord and the premises free and harmless from any and all liens, judgments, fines, penalties, costs, expenses, damage or liability occasioned by any act or neglect of Tenant, or any other occupant of the premises, their agents, employees, subtenants or assignees or by reason of the failure on the part of any such person to perform any act or thing which should have been done or performed or arising out of any act causing injury or death to any person whatsoever or damage to property whatsoever and due directly or indirectly to the use of the premises by Tenant, and other occupant of the premises, their agents, employees, subtenants or assignees or any other person or persons claiming under the Tenant. Notwithstanding anything to the contrary in the foregoing provisions of this paragraph, nothing herein contained shall be deemed an exculpation or limitation of any liability of the Landlord imposed by law in respect of the premises or an indemnity against any such liability or its related costs.
38. **NOTICE TO VACATE** If Tenant intends to vacate the premises at the expiration of the lease term, Tenant must provide Landlord with at least sixty(60) days written notice of such intention prior to the expiration of the lease term. Upon failure of Tenant to provide notice in accordance hereto, Landlord, at its option, may deem Tenant a month to month tenant from the date such notice is due, subject to all terms and conditions of this lease except as to the duration thereof, and shall pay monthly rent in advance in such amount as shall be determined by the Landlord, and shall continue on a month to month basis until the expiration of thirty (30) days from such notice of intent.
39. **RULES AND REGULATIONS** The following rules and regulations shall be applicable to and binding upon all Tenants of the premises or of the building in which the premises described in this lease is situated. The guests, employees, and agents of the Tenant and all other occupants of said premises and each of their guests, employees, and agents, are bound by these rules and regulations.

NAME PLATES	1. No signs or name plates of any nature whatsoever may be placed in any entry, passageway, vestibule, hall or stairway of said building except with prior consent of Landlord.
CLEANING, RUBBISH	2. No rugs shall be beaten on the porches, nor dust or litter swept from the premises or any room thereof into any of the halls or entryways of said building, nor shall any such dust, rubbish or litter or anything else be thrown or emptied from any of the windows or balconies of said building.
OBSTRUCTING HALLS AND PASSAGEWAYS LAVATORIES	3. The sidewalks, entries, passages, vestibules, halls and stairways of said building shall not be obstructed or used for any purpose other than for ingress and egress to and from the suites or the premises. 4. The water closets and other apparatus in the building shall not be used for any purpose other than that for which they were constructed, no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein and any expense incurred by Landlord to repair any damage resulting from the misuse thereof shall be paid by the Tenant causing such damage.
PERSONAL PROPERTY	5. No Bicycles, baby carriages or other personal property shall be kept in any entry, passageway, vestibule, hall or stairway of the building or the balconies or left outside the premises.
GROCERIES, FURNITURE AND OTHER BULKY MATERIALS	6. All groceries, milk, ice, furniture, baby carriages, large boxes, and any other bulky materials shall be taken into and removed from the premises only through the main entrance of the building and in the event any damages shall occur to the building as a result of the moving or carrying of such articles therein, the cost to repair the same shall be paid by the Tenant to or from whose suite said articles were moved or under whose control or direction said articles were moved.
THROWING OR HANGING ARTICLES	7. No Tenant or other occupant of the building or their guests, employees, or agents shall throw anything out out of windows or doors or down the passageways, vestibules, hallways, or stairways or from the balconies of the building, nor hang anything from the outside of the windows or balconies or place anything on the outside window sills or balconies.
DRAPERIES AND OTHER WINDOW COVERINGS	8. All draperies must hang from drapery or curtain rods. No drapery or curtain may be installed in any suite which is visible from the exterior of the building unless it is a color or design which in the Landlord's opinion is in harmony with the general appearance of the exterior of the building. All window treatments must be white lined or have a white backing.
COOKING AND BAKING	9. No cooking or baking shall be done except in the kitchen and in appropriate appliances therefor or in such areas as may be designated by Landlord.
OBSTRUCTION OF SINKS AND TOILETS	10. Tenant shall not pour or dispose of grease or other like substances into the sink or toilets in the premises.
TAMPERING WITH APPARATUS	11. No Tenant shall in any manner tamper with or interfere with any portion of heating, lighting, or plumbing apparatus in the premises or in or about the building.
NOISE, MUSIC, LAUNDRY	12. No noise, music or disorderly conduct, or conduct annoying or disturbing to the occupants of the building, shall be permitted in any part thereof. 13. Laundry shall be done only in those rooms provided by Landlord for such purpose in the building. Washing machines or dryers are prohibited in the suites. Washers and dryers shall be permitted in the basements of single family, duplex, townhouse, and selected condominium units equipped with washer/dryer connections.
MOVING EQUIPMENT	14. No appliances or equipment shall be moved from any part of the building. All appliances and equipment must remain in their original location unless done with the written consent of Landlord.
ANIMALS	15. Dogs, cats, parrots or other birds, reptiles or animals are not permitted in any suite or in or about the building or premises without written consent of Landlord.
LOITERING AND PLAYING IN HALLS, DRIVEWAY	16. No loitering or playing on the stairways, balconies or in the halls, lobby, vestibule or front court or driveway shall be permitted.
AWNINGS, SIGNS, ADVERTISEMENTS	17. No awning or projection, and no sign, advertisement, notice or device of any kind shall be placed or permitted to remain upon any part of the building, outside or inside, nor shall any article be suspended outside the building, or placed in the window sills thereof.
BALCONIES	18. The balconies for the suites shall not be used for storage and no stove, charcoal grill or other cooking devices shall be used thereon.
OBSTRUCTION OF WINDOWS, ETC.	19. Doors, skylights, or windows reflecting or admitting light into passageways, or elsewhere in t shall not be covered or obstructed by the Tenant.
PRIVATE WORK OF EMPLOYEES	20. Tenant shall not request employees of the Landlord to do work of a private nature during the working hours of said employees.
DEFECTS IN PIPES, WIRES, ETC.	21. If Tenant shall discover any defects in gas, water or steam pipes, electric wires, or any other defects or hazardous conditions in or about the building, Tenant shall immediately notify Landlord thereof.
AUTOMOBILES	22. Washing or repairing of autos shall not be done in the building, garages, or in any parking areas or driveways of the building.
WATERBEDS	23. Waterbeds shall not be installed or used in any suite without proof of adequate insurance coverage.
WALLCOVERINGS AND PAINTING	24. Wallpaper, contact paper or other adhesive wall coverings shall not be installed on the walls, ceiling, or or woodwork in any suite in the building, nor shall any walls, ceiling or woodwork be painted, without Landlord's prior written consent.
PARKING	25. Any vehicle parked in violation of paragraph 14 of this lease shall be removed from the property at owner's expense.
STORAGE AREAS	26. Tenant shall indemnify and save Landlord, Landlord's agents and premises free and harmless for any and all personal property removed, damaged, or misappropriated from their locker(s) or any storage area about the building or premises.
LESSOR'S RIGHT TO MAKE FURTHER RULES	27. The Landlord reserves the right to amend and modify these Rules and Regulations and to make such other and further rules and regulations as in Landlord's judgment may from time to time be necessary or appropriate for the safety, care and cleanliness of the premises, and for the preservation of good order therein.
TRASH RECYCLING	28. The Tenant has been advised that mandatory recycling laws are in effect, and that the Landlord will comply with any and all applicable Federal, State or Local laws. The Landlord will use all due diligence to comply with this law and any other applicable recycling laws and establish guidelines and procedures for the Tenant to also comply with the said recycling law. The Tenant acknowledges that it will be a material breach of the said lease if the Tenant fails to comply with the said recycling laws and the procedures and guidelines set by the Landlord to fully comply with the said laws. Tenant acknowledges that upon the execution of this lease, the Landlord has provided the Tenant with the said procedures and guidelines to fully comply with the law.
VIOLATION OF RULES	29. The Tenant agrees that any violation of any said Rules and Regulations by the Tenant, a member of the Tenant's family or visitors or guests, shall be deemed a substantial violation by the Tenant of this lease. If the said violation occurs, the Landlord may, if it so elects, give the Tenant three(3) days notice of termination of this lease, subject to the provisions of paragraph 20 of this lease, being Tenant's default.
SIGNATURES AND EFFECTIVE DATE	30. Landlord and Tenant have signed this lease as of the above date. This lease is effective when Landlord delivers to Tenant a copy signed by both Landlord and Tenant.
DEATH CLAUSE	31. In the event of the death of Tenant, the heirs, executors, administrators, and assigns, shall have the option to terminate this lease upon giving at least ninety(90) days calendar notice in writing to the Landlord of the intention to do so. All rents must be brought current in order to activate this clause. No executor, heir, administrator or assigns shall be permitted entry to the premises without first obtaining lawful authority.
LOCK CHANGES	32. Tenant shall not add any additional locks to doors and shall not change existing locks. Tenant is responsible for any and all damages due to forced entry by Landlord or it's agents caused by Tenant's unauthorized change of existing locks. These damages are deemed additional rent.
EXTERMINATING	33. It is the policy of Landlord, as part of its preventative maintenance program, to have each building and each premises exterminated (sprayed to prevent bug infestation) as needed and at the Landlord's discretion. Landlord will provide sufficient notice of at least seventy-two (72) hours of the date the extermination will take place. Tenant shall, upon such notice and prior to the date of extermination, remove all items from kitchen cupboards and bathroom vanities, including food items, dishes, pots and pans, utensils and any and all items stored in such places. Should Lessee fail to remove such items, Landlord shall enter and remove such items and place them on tables and other such places and will proceed with the extermination.

Landlord shall not be responsible for returning such items to the cupboards and vanities but it shall be the responsibility of the Tenant to do so. Tenant shall pay the sum of \$75.00 to the Landlord for Tenant's failure to comply with said notice; the sum is deemed additional rent.

RETURN CHECK

34. A charge of \$25.00 shall be incurred by lessee should a check be returned for any and all reasons. Said returned check charge is deemed additional rent. In the event Tenant tenders Landlord a check which is returned, Landlord shall have the option to require Tenant's rent payments be paid by money order or certified check.

**DRUG-RELATED
CRIMINAL ACTIVITY**

35. Tenant shall not, in the Premises, hallways, elevators, parking garages, parking lots, maintenance areas, laundry rooms, lobbies, and all other common and/or public areas of the building (the foregoing are collectively referred to herein as the Premises), engage in or permit any drug-related criminal activity, or engage in or permit any activity that endangers the health or safety of other residents in Landlord's sole discretion, or engage in or permit any activity that is, in Landlord's sole discretion, otherwise injurious to the community or its reputation.

Instances of such conduct shall include, but not be limited to, Tenant's permitting an co-resident, occupant, member of Tenant's household or family, guest, invitee, or other persons Tenant permits to occupy or use the Premises to use, manufacture, purchase, sell or otherwise distribute illegal drugs or ill-legal drug-related paraphernalia in or about the Premises.

The restrictions contained hereunder are material obligations under the Lease. For purposes of this section, Landlord's receipt of complaints from other residents or building employees shall be evidence that Tenant has violated the foregoing restrictions.

SMOKE DETECTORS

36. Under no circumstances shall the Tenants remove batteries from the smoke detector units within the premises.

LIQUID PROPANE

37. Under no circumstances will Tenant bring liquid propane to the interior of any of the buildings.

SMOKING

38. Smoking is prohibited in all common areas, hallways, stairways, basements and laundry rooms.

**SHOW PREMISES
PRIOR TO EXPIRATION
UTILITIES**

39. It is mutually agreed and understood that the Landlord has the right to show for sale or rent, sixty (60) days prior to lease expiration.

40. Tenant specifically acknowledges and understands that all utilities for which Tenant is responsible under this lease will be terminated by the Landlord on the date of move-in and Tenant will contact each utility company to arrange for service in Tenant's name.

MOVE-IN INSPECTION

41. As soon as possible after Tenant has moved into leased premises, Tenant shall return the inspection sheet. Failure to return this inspection sheet within ten (10) days after move-in, all items in the lease premises will be deemed to be in good condition.

RENTERS INSURANCE

42. Tenant acknowledges and agrees that it is the responsibility of the Tenant to obtain a renter's insurance policy to insure all personal belongings located at the rented premises and adjacent areas and that the Landlord is in no way responsible for Tenant's personal effects or those of Tenant's guest, on any portion of the property.

MOVE-OUT POLICY

43. As soon as Tenant knows a definite move-out date, Tenant must contact the Landlord to arrange an appointment for a move-out inspection. This inspection must be conducted when the premises is vacant. If, at the time of the scheduled appointment, Landlord finds the unit not completely vacant, a charge of \$35.00 will be assessed to cover time and expense.

SATELLITE DISHES

44. Satellite dishes are not allowed.

Date

2/2/15

William J. Wagner Jr.

Date

3/3/15

M.J. Peterson Corp. as Agent for M. J. Peterson, LLC

Nina Rosato RAM, AHM
Corporate Property Manager

LEASE ADDENDUM**Agreement to Purchase Cable Value from Adelphia Cable Communications at Bulk Service Rate**

OPTION 1: Execution of this Option hereby modifies your Lease Agreement dated Monday, February 28, 2005, between you as "tenant" and M. J. Peterson, LLC as "landlord". More particularly, this addendum is intended to modify paragraph five (5) of your Lease Agreement entitled "UTILITIES" and any other part thereof, which refers to Cable service. This Addendum is hereby made a part of said Lease agreement and shall supersede any contrary provisions thereof.

Tenant(s) jointly and severally agree(s) to pay landlord M. J. Peterson, LLC the sum of _____ per month throughout the entire term of the Lease Agreement as reimbursement for bulk Cable Value service at the demised premises known as 882 #4 Englewood Ave. Tenant may not cancel this service and shall be obligated hereunder for the entire lease term.

~~Landlord shall have the right, upon 30 days written notice to Tenant, to increase the monthly subscription rate by a sum not to exceed five percent (5%) of the existing rate in any single rate increase. Nothing contained herein shall anyway limit Landlord in the number of rate increases it may elect to impose in any given lease term.~~

Payment of the above service must be made on or before the first day of each month at the office of the Landlord. This service charge must be paid in full in conjunction with your regular monthly rent and shall be deemed additional rent under your lease.

Failure to make payment of the total amount due within ten (10) days of the due date will result in the disconnecting of service by Adelphia Cable Communications. Should cable service be disconnected due to failure to pay as agreed, service may be reinstalled at Tenant's request for an additional fee of \$35.00 provided, however, that all outstanding payments due the landlord have been paid in full. Reinstallation will occur during normal business hours and within a schedule as shall be determined by Adelphia Cable Communications.

Repeated late payments or nonpayment of the foregoing charges will be cause for termination of the Lease Agreement. Tenant acknowledges the understanding that Adelphia Cable Communications will charge Tenant a separate and additional amount for any premium stations or special service for which Tenant has chosen to subscribe.

William J. Wagner Jr.

Landlord

Date

OPTION 2: By signing below, Tenant acknowledges and confirms that the Tenant prefers not to participate in the bulk Cable Value agreement with free installation at this time. Tenant acknowledges that should Tenant later elect to subscribe to the bulk Cable Value service, there will be an initial one-time installation fee of \$35.00 along with the monthly service charge.

Jordan A. Williams
Landlord
William J. Wagner Jr.

2/28/05
2/28/05
Date

M.J. PETERSON CORP.
RESIDENT POLICIES AND ADDENDUMS

PERMISSION TO ENTER

It is not company policy to enter an apartment to conduct maintenance and repairs without the permission of the lease holder. Please check below whichever is applicable and sign where indicated.

PLEASE CHECK ONE

- ☒ I give permission for maintenance to enter my apartment in my absence.
- ☒ I give permission for entry with prior notice. My phone number is 765830223. I understand that this option may delay the processing of my service request.
- ☐ I do not give permission for entry. I understand that this option may delay the processing of my service request.

PURCHASE CLAUSE

In the event subject Tenant, during the term of his lease, purchase a new or existing home through M.J. Peterson Real Estate Inc., this lease will be considered terminated upon sixty (60) days written notice to the Landlord, effective from the first day of the next rental period, except during the months of October, November and December.

UTILITY CONTROL

Name: William J. Wagner Jr.
 Address: 882-04 Englewood Ave
 Move-in-date: 3/1/05

PLEASE NOTE: The electric service must be transferred to Tenant name at Lease Start Date.

Move-in-Inspection

1. As soon as possible after you have moved into your unit complete and return your move-in inspection sheet. Please give this your immediate attention as it affects your security deposit.
2. If you fail to return this inspection within ten (10) days after move-in, the management will consider all items in the unit to be in good condition.

Renters Insurance

The undersigned acknowledge and agree that it is the responsibility of the resident(s) to obtain a renter's insurance policy to insure all personal belongings located at the rented premises and adjacent areas.

I, We,, as residents fully understand that the owner is in no way responsible for my/our personal affects or those of my/our guests, on any portion of the property.

Move-Out Policy

When planning to vacate your unit, please be aware of the following requirements:

1. Written notice must be submitted to the management office at least sixty(60) days prior to move-out regardless if it is the end of the lease term or not.
2. ~~In the case of a BROKEN LEASE, the tenant is responsible to pay the rent on the unit until it is re-rented, or until lease expiration. The tenant is also responsible to pay turn-over costs.~~
3. As soon as you know your definite move-out date, contact the management office to arrange an appointment for your move-out inspection. This inspection must be conducted when the unit is vacant. If, at the time of the scheduled appointment, your inspector finds the unit not completely vacant, a charge of \$35.00 will be assessed to cover his time and travel expense.
4. Please note that your security deposit is not to be used as your last month's rent.

This is to acknowledge that I have read and fully understand the above policies.

Signed: _____

William J. Wagner Jr.

Dated: 2/28/05

DISCLOSURE OF INFORMATION ON LEAD BASED PAINT AND LEAD BASED PAINT HAZARDS FOR RENTALS & LEASES

PROPERTY: 882-04 Englewood Ave

UNIT #:

Lessor represents that the property [X] was or [] was not built prior to 1978.
 Lessor owns five (5) or more rental units? [X] Yes [] No

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (Initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):
 [] Known lead-based paint or lead-based paint hazards are present in the housing (explain).

[X] Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check one below):

[] Lessor has provided the lessee with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).

[X] Lessor has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing.

Lessee's (Tenant) Acknowledgment (initial):

(c) Lessee has received copies of all information listed above.
 (d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."
 [X] WW
 Tenant Initial Above

Agent's Acknowledgment (initial):

(a) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852
 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor:

Date: 2/28/05

Lessee:

(Tenant Sign Here)

Date:

Lessee:

(2nd Tenant Sign Here)

Date:

(Wagner)

Agent:

Date: 2/28/05

LAW OFFICES OF
GOLDSTEIN, BULAN & CHIARI LLP

RAND BUILDING 14 LAFAYETTE SQUARE

SUITE 1440

BUFFALO, NEW YORK 14203

TEL: (716) 854-1332 • FAX (716) 854-1370

E-MAIL: gbellp@yahoo.com

FAX/EMAIL NOT
FOR SERVICE OF PROCESS

DAVID J. GOLDSTEIN
1907-1991

HAROLD P. BULAN
GERALD CHIARI
TOBY-LEE G. BULAN
PHILIP A. MILCH

M.P.O. Box 1091
NIAGARA FALLS, NEW YORK 14302
716-854-1332

P.O. Box 546
BATAVIA, NEW YORK 14020
716-854-1332

December 6, 2005

Postmaster
U.S. Post Office
Kenmore, NY 14223

**REQUEST FOR CHANGE OF ADDRESS OF BOXHOLDER
INFORMATION NEEDED FOR THE SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a box holder) for the following:

NAME: William J. Wagner, Jr.
ADDRESS: 882 Englewood Avenue #4
Kenmore, NY 14223

PLEASE PROVIDE PHYSICAL ADDRESS

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for box holder information.

The following information is provided in accordance with 39 CFR 265.6 (d)(6)(ii). There is no fee for providing box holder information. The fee for providing change of address information is **waived** in accordance with 39 CFR (d)(1) and (2) and corresponding Administrative Support manual 352.44a and b.

1. Capacity of requester (e.g. process server, attorney, party representing himself): **Attorney.**
2. Statute of regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se except a corporation acting pro se must cite statute): **N/A.**
3. The name of all known parties to the litigation: **M.J. PETERSON VS WILLIAM J. WAGNER JR**
4. The court in which the case has been/will be heard: **BUFFALO CITY COURT**
5. The Docket or other identifying number if one has been issued: **N/A**
6. Capacity in which box holder is to be served (e.g., defendant or witness): **Defendant.**

CHIARI000062

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL ~~OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES~~ INCLUDING A FINE UP TO \$10,000.00 OR IMPRISONMENT OR (2) AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN FIVE YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Signature

14 Lafayette Square-Suite 1440

Address

Gerald Chiari, GC/sp

Printed Name

Buffalo, New York 14203

City, State, Zip

**WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FOR POST OFFICE USE ONLY

_____ Good as Addressed

_____ Not known at address given.

_____ Moved, left no forwarding address.

_____ No such address.

NEW NAME AND STREET ADDRESS

CHIARI000063

LAW OFFICES OF
GOLDSTEIN, BULAN & CHIARI LLP
RAND BUILDING 14 LAFAYETTE SQUARE
SUITE 1440

DEC 12 2005

DAVID J. GOLDSTEIN
1907-1991

HAROLD P. BULAN
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TOBY-LEE G. BULAN
PHILIP A. MILCH

BUFFALO, NEW YORK 14203
TEL: (716) 854-1332 • FAX (716) 854-1370
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The following information is provided in accordance with 39 CFR 265.6 (d)(6)(ii). There is no fee for providing box holder information. The fee for providing change of address information is **waived** in accordance with 39 CFR (d)(1) and (2) and corresponding Administrative Support manual 352.44a and b.

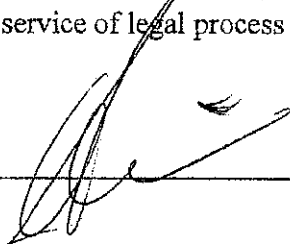
1. Capacity of requester (e.g. process server, attorney, party representing himself): **Attorney.**
2. Statute of regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se except a corporation acting pro se must cite statute): **N/A.**
3. The name of all known parties to the litigation: **M.J. PETERSON VS WILLIAM J. WAGNER JR**
4. The court in which the case has been/will be heard: **BUFFALO CITY COURT**
5. The Docket or other identifying number if one has been issued: **N/A**
6. Capacity in which box holder is to be served (e.g., defendant or witness): **Defendant.**

CHIARI000064

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE UP TO \$10,000.00 OR IMPRISONMENT OR (2) AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN FIVE YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Signature



14 Lafayette Square-Suite 1440

Address

Gerald Chiari, GC/sp

Printed Name

Buffalo, New York 14203

City, State, Zip

**WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FOR POST OFFICE USE ONLY

____ Good as Addressed

____ Not known at address given.

____ Moved, left no forwarding address.

____ No such address.

NEW NAME AND STREET ADDRESS

378 WINDERMERE BLVD

AMHERST NY 14226-2823

CHIARI000065



LAW OFFICES OF
GOLDSTEIN, BULAN & CHIARI LLP

RAND BUILDING 14 LAFAYETTE SQUARE

SUITE 1440

BUFFALO, NEW YORK 14203

TEL: (716) 854-1332 • FAX (716) 854-1370

E-MAIL: gbellp@yahoo.com

FAX/EMAIL NOT
FOR SERVICE OF PROCESS

M.P.O. Box 1091

NIAGARA FALLS, NEW YORK 14302

716-854-1332

P.O. Box 546

BATAVIA, NEW YORK 14020

716-854-1332

DAVID J. GOLDSTEIN
1907-1991

HAROLD P. BULAN
GERALD CHIARI
TOBY-LEE G. BULAN
PHILIP A. MILCH

December 6, 2005

M.J. PETERSON LLC
Attn: Mark Eyrick
501 John James Audubon Parkway
Amherst, NY 14228

RE: WAGNER, WILLIAM J. JR.
882 Englewood #4

INVOICE

For Professional Services Rendered:

Advance Costs \$150.00

Please make your check payable to: Goldstein,
Bulan & Chiari LLP

GOLDSTEIN, BULAN & CHIARI LLP
GC/sal

CHIARI000066

LAW OFFICES OF
GOLDSTEIN, BULAN & CHIARI LLP
RAND BUILDING 14 LAFAYETTE SQUARE
SUITE 1440

DAVID J. GOLDSTEIN
1907-1991

HAROLD P. BULAN
GERALD CHIARI
TOBY-LEE G. BULAN
PHILIP A. MILCH

BUFFALO, NEW YORK 14203
TEL: (716) 854-1332 * FAX (716) 854-1370
E-MAIL: gbcclp@yahoo.com

FAX/EMAIL NOT
FOR SERVICE OF PROCESS

M.P.O. Box 1091
NIAGARA FALLS, NEW YORK 14302
716-854-1332

P.O. Box 546
BATAVIA, NEW YORK 14020
716-854-1332

December 6, 2005

M.J. PETERSON LLC
Attn: Mark Eyrick
501 John James Audubon Parkway
Amherst, NY 14228

RE: WAGNER, WILLIAM J. JR.
882 Englewood #4

INVOICE

For Professional Services Rendered:

Advance Costs\$150.00

Please make your check payable to: Goldstein,
Bulan & Chiari LLP

GOLDSTEIN, BULAN & CHIARI LLP
GC/sal

CHIARI000067

Tenant Ledger
William J. Wagner, Jr. (Attorney) (wagnerjr)
882 Englewood Ave

Date	Description	Charges	Payments	Balance
03/01/05	Balance Forward			0.00
03/01/05	Deposit	820.00		820.00
03/01/05	Rent for 31 Days	410.00		1,230.00
03/01/05	chk# 146		410.00	820.00
04/01/05	Rent-Apartment (04/2005)	410.00	820.00	0.00
04/05/05	chk# 270			410.00
04/07/05	Rent-Electric 2/22/05 - 3/22/05	24.37	410.00	0.00
05/01/05	Rent-Apartment (05/2005)	410.00		24.37
05/03/05	Gas 3/16 to 4/15/05	11.20		434.37
05/04/05	Electric 3/22/05 to 4/21/05	28.04		445.57
05/09/05	Misc-Late Charge	20.00		473.51
05/10/05	Misc-Late Charge	20.00		493.51
05/14/05	Electric 4/21/05 to 4/28/05	8.51		513.51
05/18/05	chk# 328			520.12
06/01/05	Rent-Apartment (06/2005)	410.00	520.12	0.00
06/06/05	chk# 104		410.00	410.00
07/01/05	Rent-Apartment (07/2005)	410.00		0.00
07/05/05	chk# 292		410.00	410.00
08/01/05	Rent-Apartment (08/2005)	410.00		0.00
08/04/05	chk# 309		410.00	410.00
09/01/05	Rent-Apartment (09/2005)	410.00		0.00
09/10/05	Misc-Late Charge	40.00		410.00
10/01/05	Rent-Apartment (10/2005)	410.00		450.00
10/13/05	Ocotber Late Charge	40.00		860.00
11/01/05	Rent-Apartment (11/2005)	410.00		900.00
12/01/05	Rent-Apartment (12/2005)	410.00		1,310.00
				1,720.00

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	410.00	1,310.00	1,720.00



Real Estate

Corporate Office

501 John James Audubon Pkwy.
Amherst, NY 14228
716/688-1234
Fax: 716/688-5463

Liberty Square

Apartments
4363 Chestnut Ridge Road #4
Amherst, NY 14228
716-691-7083
Fax: 716-691-1211

London Towne

Apartments
4453 Chestnut Ridge Road #3
Amherst, NY 14228
716-691-9088
Fax: 716-691-6169

Old Towne

Village Apartments
1950 #7W Sheridan Drive
Buffalo, NY 14223
716-874-5849
Fax: 716-873-4544

Peppertree Village

Apartments
153 Peppertree Drive #10
Amherst, NY 14228
716-691-8333
Fax: 716-691-7429

Website

www.mjpeterson.com

2/6/06

To: Doreen

From: DEIRDRE POWERS

PAGES: 2, inc. cover

Doreen -

As per your request.

Regards,
Deirdre

112 FRANKLIN ST., BUFFALO, NY 14202
www.paralegalservicesofbuffalo.com

Fax: 853-0184

DATE	03-10-06
FILE NO.	

FIRM:

G. E. Chiari

ORIGINATOR:

VS

SUBJECT:

M. J. Peterson Corp.

vs William J. Wagner, Jr.

INSTRUCTIONS:

Please file S&C in BCC
Date stamp copy w/ index #
& return to our office

CHECK ATTACHED: _____

Thanks!

ATTACHMENTS:

PERFORMANCE REPORT

DISBURSMT.

45

BY

KM

SERVICE FEE

NO. OF SERV

2

DATE COMPLETE

3/13/06

2006 MAR 13 AM 10:38
BUFFALO CITY COURT

RECEIVED BY: _____

PULL OUT THIS COPY FOR YOUR RECORDS

CHIARI000070

PERSON CORP.
501 John James Audubon Parkway
Amherst, NY 14228

Plaintiff

-vs-

SUMMONS

Docket No.:

WILLIAM J. WAGNER, JR.
378 Windermere Blvd
Amherst, NY 14226

BUFFALO
CITY COURT
2006 MAR 13 AM 10:38
B98134

Defendant(s)

FILED MAR 13 2006

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to appear in the City Court of the City of Buffalo, 50 Delaware Avenue, Buffalo, New York, within the time provided by law as noted below and to make Answer to the Complaint which is annexed hereto; upon your failure to Answer, Judgment will be taken against you for the relief demanded in the Complaint, together with the costs and disbursements of this action.

Dated: March 9, 2006

GOLDSTEIN, BULAN & CHIARI, LLP
Attorneys for Plaintiff
1440 Rand Building
Buffalo, New York 14203
(716) 854-1332

NOTE: The Law provides that:

1. If this Summons is served by its delivery to you personally within the County of Erie, you must appear and Answer within 10 days after such service; or
2. If this Summons is served by its delivery to you personally, or is served outside the County of Erie, or by publication, or by any means other than personal delivery to you within the County of Erie, you are allowed 30 days after service is complete within which to appear and Answer.

STATE OF NEW YORK
BUFFALO CITY COURT: COUNTY OF ERIE
M.J. PETERSON CORP.
501 John James Audubon Parkway
Amherst, NY 14228

Plaintiff

-VS-

COMPLAINT

WILLIAM J. WAGNER, JR.

Docket No. _____

378 Windermere Blvd
Amherst, NY 14226

Defendant

The Plaintiff, by its attorneys, GOLDSTEIN, BULAN & CHIARI, LLP, complaining of the defendant(s) herein, allege(s) upon information and belief:

- 1) At all times hereinafter mentioned, the plaintiff above named is a Corporation with offices for the transaction of business located at the address set forth above.
- 2) Upon information and belief, at all times hereinafter mentioned the defendant(s) above named is (are) an individual(s) residing at the address(es) set forth in the title of this action.

AS AND FOR A FIRST CAUSE OF ACTION, PLAINTIFF ALLEGES UPON INFORMATION AND BELIEF THAT:

- 3) On or about March 1, 2005, the defendant(s) duly executed a lease agreement with plaintiff, wherein and whereby defendant agreed to rent property from the plaintiff in accordance with the terms and conditions as set forth therein.
- 4) On or about September 1, 2005, the defendant(s) defaulted in his/her payments and in the terms and conditions of said lease agreement, with the result that the sum of \$1,800.00 is now due and owing for rent, to wit: rent for September 2005 through December 2005 at \$410.00 per month; plus late fee(s) of \$160.00 according to terms of lease.
- 5) In addition there are damages in the sum of \$N/A for a total of \$1,800.00
- 6) No part of said sum has been paid except the applied security deposit of \$820.00 leaving a balance due of \$980.00.

CHIARI000072

AS AND FOR A SECOND CAUSE OF ACTION, PLAINTIFF ALLEGES UPON INFORMATION AND BELIEF THAT:

- 7) The aforementioned lease agreement further provides that defendant(s) is/are liable to plaintiff for its reasonable attorney's fees in the sum of \$245.00

WHEREFORE, plaintiff demands judgment against the defendant(s) as follows:

- ~~A) On the first cause of action, the sum of \$980.00 together with interest from September 1, 2005; and~~
B) On the second cause of action, the sum of \$245.00; and
C) Together with the costs and disbursements of this action.

Dated: March 9, 2006

Yours etc.,
GOLDSTEIN, BULAN & CHIARI, LLP
Attorneys for Plaintiff
1440 Rand Building
Buffalo, New York 14203
(716) 854-1332

(VERIFICATION)

STATE OF NEW YORK)
COUNTY OF ERIE)SS:

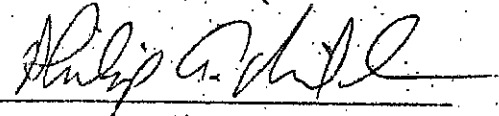
Victor L. Peterson, Jr., being duly sworn, deposes and says that (s)he is the President of the Plaintiff, named in the within entitled action; that (s)he has read the foregoing Summons and Complaint and knows the contents thereof, that the same is true to the knowledge of deponent, except as to the matters therein stated to be alleged upon information and belief and as to those matters (s)he believes to be true.

BY: 

Victor L. Peterson, Jr.

Sworn to before me this

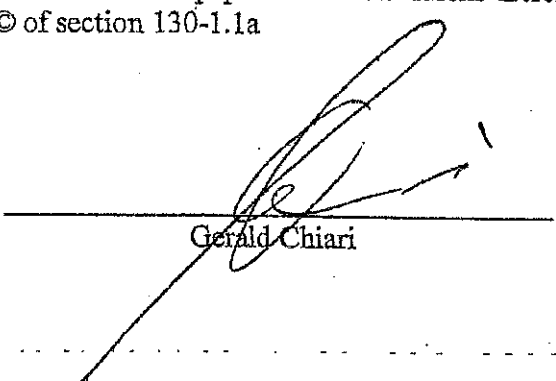
10th Day of March, 2006



PHILIP A. MILCH
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Aug. 22, 18 2006

CERTIFICATION

By signing this paper, the mentioned attorney certifies that to the best of that person's knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of the paper or the contentions therein are not frivolous as defined in subsection © of section 130-1.1a



Gerald Chiari

This applies to:

Summons
Complaint

CHIARI000075

AFFIDAVIT OF SERVICE

Buffalo City Court, County of Erie

Index # B98134

3/13/06

M.J. Peterson Corp.

Plaintiff(s),

- vs. -

William J. Wagner, Jr.

Defendant(s).

State of New York, County of Erie

ss.:

Mary Lou Gravelle

being duly sworn, deposes and says that deponent is over 18

years of age and not a party to this action; that on, Sat, March 25, 2006 at approximately 12:36 PMat 378 Windermere Blvd., Amherst, N.Y. 14226annexed Summons and Complaint deponent served theon William J. Wagner, Jr.

in the following manner:

☐ Individual

By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the described therein.

☐ Corporation

By delivering to and leaving with _____

☒ Responsible PersonBy delivering to and leaving with Donald LeeCohabitant

a true copy thereof, a person of suitable age and discretion.

Said premises being the recipient's ☒ dwelling place ☐ place of business.☐ Affixing to Door

By affixing a true copy thereof to the door of said premises, which is recipient's

☐ dwelling place ☐ place of business. Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, thereat, having called previously thereon:☒ MailA true copy thereof was also deposited on 3/27/06 in a postpaid, properly addressed envelope, to the above address, bearing the legend "Personal and Confidential", in an official depository under the exclusive care and custody of the United States Postal Service.☒ Description

<input checked="" type="checkbox"/> Male	<input checked="" type="checkbox"/> White Skin	<input type="checkbox"/> Black Hair	<input type="checkbox"/> White Hair	<input type="checkbox"/> 14-20 Yrs.	<input type="checkbox"/> Under 5'	<input type="checkbox"/> Under 100 Lbs.
<input type="checkbox"/> Female	<input type="checkbox"/> Black Skin	<input type="checkbox"/> Brown Hair	<input checked="" type="checkbox"/> Balding	<input type="checkbox"/> 21-35 Yrs.	<input type="checkbox"/> 5'0"-5'3"	<input type="checkbox"/> 100-130 Lbs.
	<input type="checkbox"/> Yellow Skin	<input type="checkbox"/> Blond Hair	<input type="checkbox"/> Mustache	<input checked="" type="checkbox"/> 36-50 Yrs.	<input type="checkbox"/> 5'4"-5'8"	<input type="checkbox"/> 131-160 Lbs.
	<input type="checkbox"/> Brown Skin	<input type="checkbox"/> Gray Hair	<input type="checkbox"/> Beard	<input type="checkbox"/> 51-65 Yrs.	<input checked="" type="checkbox"/> 5'9"-6'0"	<input type="checkbox"/> 161-200 Lbs.
	<input type="checkbox"/> Red Skin	<input type="checkbox"/> Red Hair	<input type="checkbox"/> Glasses	<input type="checkbox"/> Over 65 Yrs.	<input type="checkbox"/> Over 6'	<input checked="" type="checkbox"/> Over 200 Lbs.

To the best of my knowledge the defendant/witness was not engaged in active military service.

Sworn to before me on 3/27/06

Barbara Sittnews

BARBARA SITTNEWSKI
 Notary Public, State of New York
 Qualified in Erie County
 My Commission Expires Nov 1, 2008

Mary Lou Gravelle

Mary Lou Gravelle

**DUE PROCESS**

6180 Newton Road
 Buffalo, New York 14127
 716 565-0600 FAX 716 662-4309

CHIARI000076

LAW OFFICES OF
GOLDSTEIN, BULAN & CHIARI LLP
RAND BUILDING 14 LAFAYETTE SQUARE
SUITE 1440

DAVID J. GOLDSTEIN
1907-1991

HAROLD P. BULAN
GERALD CHIARI
TOBY-LEE G. BULAN
PHILIP A. MILCH

BUFFALO, NEW YORK 14203
TEL: (716) 854-1332 • FAX (716) 854-1370
E-MAIL: gbellp@yahoo.com

FAX/EMAIL NOT
FOR SERVICE OF PROCESS

M.P.O. Box 1091
NIAGARA FALLS, NEW YORK 14302
716-854-1332

P.O. Box 546
BATAVIA, NEW YORK 14020
716-854-1332

March 15, 2006

Due Process
Attn: Barbara Edelman
6180 Newton Road
Buffalo, New York 14127

RE: M.J. Peterson Corp.
VS: William J. Wagner, Jr.

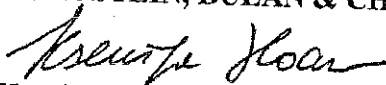
Dear Barbara:

Enclosed herewith please find two (2) copies, per defendant, of a Summons and Complaint, to be served upon the following:

William J. Wagner, Jr.
378 Windermere Blvd.
Amherst, NY 14226

Very truly yours,

GOLDSTEIN, BULAN & CHIARI LLP.


Kseniya Sloan
Judgment Clerk
Enclosure

CHIARI000077

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: William J. Wagner, Jr.

Address: 378 Windermere Blvd., Amherst, N.Y. 14226

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g. process server, attorney, party representing himself)

PROCESS SERVER

2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or party acting pro se - except a corporation acting pro se must cite statute):

NYS, CPLR, R.2103.(a)

3. The names of all known parties to the litigation:

M.J. Peterson Corp. vs.
William J. Wagner, Jr.

4. The court in which the case has been or will be heard: (BE SPECIFIC)

Buffalo City Court, County of Erie

5. The docket or other identifying number if one has been issued:

B98134

6. The capacity in which this individual is to be served (e.g. defendant or witness):

☒ Defendant ☐ Witness

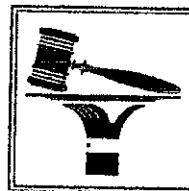
WARNING

THE SUBMISSION OF FALSE INFORMATION (1) TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Barbara Edelman
Signature

BARBARA EDELMAN
Printed Name



DUE PROCESS

6180 Newton Road
Buffalo, New York 14127
716 565-0600 FAX 716 662-4309

FOR POST OFFICE USE ONLY

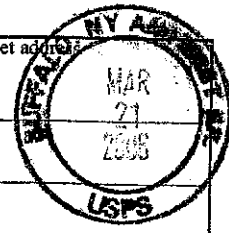
Addressee does ☒ does not _____ receive mail at above address

____ Not known at address given

____ Moved, left no forwarding address

____ No such address

New Address or boxholder's name and street address



CHIARI000078

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: William J. Wagner, Jr.

Address: 356 Hartford Rd., Amherst, N.Y. 14226

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g. process server, attorney, party representing himself)

PROCESS SERVER

2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or party acting pro se - except a corporation acting pro se must cite statute):

NYS, CPLR, R.2103.(a)

3. The names of all known parties to the litigation:

M.J. Peterson Corp. vs.
William J. Wagner, Jr.

4. The court in which the case has been or will be heard: (BE SPECIFIC)

Buffalo City Court, County of Erie

5. The docket or other identifying number if one has been issued:

B98134

6. The capacity in which this individual is to be served (e.g. defendant or witness):

☒ Defendant ☐ Witness

WARNING

THE SUBMISSION OF FALSE INFORMATION (1) TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Barbara Edelman
Signature

BARBARA EDELMAN
Printed Name



DUE PROCESS

6180 Newton Road
Buffalo, New York 14127
716 565-0600 FAX 716 662-4309

FOR POST OFFICE USE ONLY

Addressee does _____ does not / receive mail at above address

____ Not known at address given

____ Moved, left no forwarding address

____ No such address



New Address or boxholder's name and street address
<u>378 Windermere Blvd</u>
<u>Amherst NY 14226</u>

CHIARI000079

PARALEGAL SERVICES OF BUFFALO
112 FRANKLIN ST., BUFFALO, NY 14202
www.paralegalservicesofbuffalo.com

856-3818 - 852-2028

Fax: 853-0184

DATE	03-28-06
FILE NO.	B98134

FIRM

ORIGINATOR

SUBJECT

INSTRUCTIONS

CHECK ATTACHED

ATTACHMENTS

PERFORMANCE REPORT

DISBURSMT.

BY

SERVICE FEE

NO. OF SERV

DATE COMPLETE

RECEIVED BY:

*Please file Affidavit of
Service in BOC
Date stamp copy & return
to our office*

Thanks!

PULL OUT THIS COPY FOR YOUR RECORDS

CHIARI000080

Paralegal Services of Buffalo

☐ Amortization Schedules ☐ DMV Searching ☐ Asset Searching
☐ Judgement Searching ☐ Filing ☐ Delivering

PARALEGAL SERVICES OF BUFFALO

112 FRANKLIN ST., BUFFALO, NY 14202
 w.paralegalservicesofbuffalo.com

856-3818 - 852-2028

Fax: 853-0184

FIRM

E, B & Chiari

ORIGINATOR

KVS

SUBJECT:

*M.J. Peterson Corp.
 vs. William J. Wagner, Jr.*

INSTRUCTIONS:

*Please file Affidavit of
 Service in BOC
 Date stamp copy & return
 to our office*

CHECK ATTACHED: _____

ATTACHMENTS:

Thanks!

PERFORMANCE REPORT

DISBURSMT.

[Signature]

BY
J. W.

SERVICE FEE

NO. OF SERV

2

DATE COMPLETE

3/29/06

RECEIVED BY:

CHIARI000081

AFFIDAVIT OF SERVICE

Buffalo City Court, County of Erie

Index # B98134

3/13/06

M.J. Peterson Corp.

Plaintiff(s),

- vs. -

William J. Wagner, Jr.**COPY**
FILED MAR 29 2006

Defendant(s).

State of New York, County of Erie

ss.:

Mary Lou Gravelle

being duly sworn, deposes and says that deponent is over 18

years of age and not a party to this action; that on, Sat, March 25, 2006 at approximately 12:36 PMat 378 Windermere Blvd., Amherst, N.Y. 14226annexed Summons and Complainton William J. Wagner, Jr.

deponent served the

In the following manner:

☐ Individual

By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the described therein.

☐ Corporation

By delivering to and leaving with _____

☒ Responsible PersonBy delivering to and leaving with Donald Lee
Cohabitanta true copy thereof, a person of suitable age and discretion.
Said premises being the recipient's ☒ dwelling place ☐ place of business.☐ Affixing to Door

By affixing a true copy thereof to the door of said premises, which is recipient's

☐ dwelling place ☐ place of business. Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, thereat, having called previously thereon:☒ MailA true copy thereof was also deposited on 3/27/06 in a postpaid, properly addressed envelope, to the above address, bearing the legend "Personal and Confidential", in an official depository under the exclusive care and custody of the United States Postal Service.☒ Description

<input checked="" type="checkbox"/> Male	<input checked="" type="checkbox"/> White Skin	<input type="checkbox"/> Black Hair	<input type="checkbox"/> White Hair	<input type="checkbox"/> 14-20 Yrs.	<input type="checkbox"/> Under 5'	<input type="checkbox"/> Under 100 Lbs.
<input type="checkbox"/> Female	<input type="checkbox"/> Black Skin	<input type="checkbox"/> Brown Hair	<input checked="" type="checkbox"/> Balding	<input type="checkbox"/> 21-35 Yrs.	<input type="checkbox"/> 5'0"-5'3"	<input type="checkbox"/> 100-130 Lbs.
	<input type="checkbox"/> Yellow Skin	<input type="checkbox"/> Blond Hair	<input type="checkbox"/> Mustache	<input checked="" type="checkbox"/> 36-50 Yrs.	<input type="checkbox"/> 5'4"-5'8"	<input type="checkbox"/> 131-160 Lbs.
	<input type="checkbox"/> Brown Skin	<input type="checkbox"/> Gray Hair	<input type="checkbox"/> Beard	<input type="checkbox"/> 51-65 Yrs.	<input checked="" type="checkbox"/> 5'9"-6'0"	<input type="checkbox"/> 161-200 Lbs.
	<input type="checkbox"/> Red Skin	<input type="checkbox"/> Red Hair	<input type="checkbox"/> Glasses	<input type="checkbox"/> Over 65 Yrs.	<input type="checkbox"/> Over 6'	<input checked="" type="checkbox"/> Over 200 Lbs.

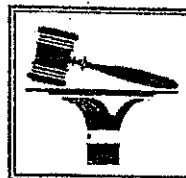
To the best of my knowledge the defendant/witness was not engaged in active military service.

Sworn to before me on 3/27/06*Barbara Sittnewski*

BARBARA SITTNEWSKI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Nov 1, 2008

Mary Lou Gravelle

Mary Lou Gravelle

**DUE PROCESS**

6180 Newton Road
Buffalo, New York 14127
716 565-0600 FAX 716 662-4309

CHIARI000082

STATE OF NEW YORK
BUFFALO CITY COURT: COUNTY OF ERIE
M.J. PETERSON CORP.
501 John James Audubon Parkway
Amherst, New York 14228

Plaintiff

vs.

AFFIDAVIT OF MAILING
INDEX NO.: B 98134

WILLIAM J. WAGNER, JR.
378 Windermere Blvd.
Amherst, New York 14226

Defendant

STATE OF NEW YORK: COUNTY OF ERIE

Kseniya V. Sloan, being duly sworn, deposes and says:

(X) I am a secretary in the office of GOLDSTEIN, BULAN & CHIARI LLP, attorney for the plaintiff in the above-entitled action, I am over 18 years of age and reside at Buffalo, New York. The above-entitled action is against a natural person and is based upon nonpayment of a contractual obligation. To comply with the additional notice requirements of CPLR 3215 (g) 3.(i), as amended, on March 28, 2006, I mailed a copy of the Summons and Complaint, in a first class post-paid envelope properly addressed to the defendant, WILLIAM J. WAGNER, JR., at defendant(s):

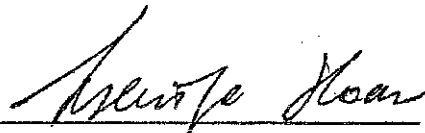
(x) place of residence/business 378 Windermere Blvd., Amherst, NY 14226 envelope has not been returned as undeliverable by the post office.

() place of employment _____ Either an earlier mailing to defendant's place of residence was returned as undeliverable by the post office or the place of residence of the defendant is unknown.

() last known address at _____
Neither the place of residence nor the place of employment of the defendant is known.

The envelope bore the legend "Personal and Confidential" and did not indicate on the outside that the communication was from an attorney or concerned an alleged debt. I personally deposited the envelope in an official depository under the exclusive care and custody of the United States Postal Service within New York State

Sworn to before me this
28th day of March 2006


Kseniya Sloan


Notary Public

SALLY G. PRALOW
Notary Public, State of New York
Qualified in Erie Co., No. 01PR4528300
My Commission Expires Sept. 30, 2006

CHIARI000083

STATE OF NEW YORK
BUFFALO CITY COURT: COUNTY OF ERIE
M.J. PETERSON CORP.
501 South James Audubon Parkway
Amherst, New York 14228

Plaintiff

vs.

AFFIDAVIT OF MAILING
INDEX NO.: B 98134

WILLIAM J. WAGNER, JR.
378 Windermere Blvd.
Amherst, New York 14226

Defendant

STATE OF NEW YORK: COUNTY OF ERIE

Kseniya V. Sloan, being duly sworn, deposes and says:

(X) I am a secretary in the office of GOLDSTEIN, BULAN & CHIARI LLP, attorney for the plaintiff in the above-entitled action, I am over 18 years of age and reside at Buffalo, New York. The above-entitled action is against a natural person and is based upon nonpayment of a contractual obligation. To comply with the additional notice requirements of CPLR 3215 (g) 3.(i), as amended, on March 28, 2006, I mailed a copy of the Summons and Complaint, in a first class post-paid envelope properly addressed to the defendant, WILLIAM J. WAGNER, JR., at defendant(s):

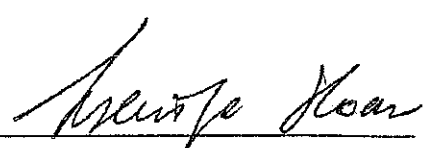
(x) place of residence/business 378 Windermere Blvd., Amherst, NY 14226 envelope has not been returned as undeliverable by the post office.

() place of employment _____ Either an earlier mailing to defendant's place of residence was returned as undeliverable by the post office or the place of residence of the defendant is unknown.

() last known address at _____
Neither the place of residence nor the place of employment of the defendant is known.

The envelope bore the legend "Personal and Confidential" and did not indicate on the outside that the communication was from an attorney or concerned an alleged debt. I personally deposited the envelope in an official depository under the exclusive care and custody of the United States Postal Service within New York State

Sworn to before me this
28th day of March 2006


Kseniya Sloan


Notary Public

SALLY G. PRALOW
Notary Public, State of New York
Qualified in Erie Co., No. 01PR4528300
My Commission Expires Sept. 30, 2006

CHIARI000084

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■ Delivering

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112 FRANKLIN ST., BUFFALO, NY 14202
www.paralegalservicesofbuffalo.com

856-3818 - 852-2028

Fax: 853-0184

FIRM

G, B & Micari

ORIGINATOR

KVS

SUBJECT:

*M. J. Peterson Corp.
v. William Wagner Jr.*

INSTRUCTIONS:

*Please file Attorney Fee
Order w/ BCC (ex-parte div.)
for judicial assignment,
review & signature
Please return conformed
copy*

CHECK ATTACHED: _____

ATTACHMENTS:

Thanks!

PERFORMANCE REPORT

DISBURSMT.

BY

SERVICE FEE

NO. OF SERV

DATE COMPLETE

RECEIVED BY:

CHIARI000085

At a Special Term of the Buffalo
City Court held in and for the
County of Erie at the Erie County
Courthouse Building in the City of
Buffalo New York, on the 1st day
of May 2006.

PRESENT: HON. CRAIG D. HANNAH

STATE OF NEW YORK
BUFFALO CITY COURT : COUNTY OF ERIE

M.J. PETERSON CORP.
501 John James Audubon Parkway
Amherst, New York 14228

Plaintiff(s),

-VS-

ATTORNEY FEE ORDER

Index No.: B 98134

WILLIAM J. WAGNER, JR.
378 Windermere Blvd.
Amherst, New York 14226

Defendant(s)

UPON the reading and filing of the annexed affidavit of Gerald Chiari, attorney
for the plaintiff herein, duly sworn to the April 27, 2006 and upon all proceedings
heretofore and herein,

NOW, on the motion of GOLDSTEIN, BULAN & CHIARI, attorneys for the
plaintiff, and after due deliberation thereon, it is hereby,

ORDERED, that the plaintiff is entitled to a judgment and attorney fees of 25%
of the unpaid balance in the sum of \$245.00 pursuant to the Complaint, to be duly owing
from the defendant(s) herein to the plaintiff, as called for in the contract which gives rise
to this action for the payment to the plaintiff of its attorney fees inclusive, hereby are
awarded to the plaintiff and adjudged to be fair and reasonable in light of the allegations

set forth in the annexed affidavit. Judgment may be docketed against the defendant(s) by the plaintiff at the time that plaintiff enters a default judgment and the clerk of this Court is hereby directed to mark his docket accordingly.

CRAIG D. HANNAH

ENTER:

5/1/06

STATE OF NEW YORK
BUFFALO CITY COURT : COUNTY OF ERIE

M.J. PETERSON CORP.
501 John James Audubon Parkway
Amherst, New York 14228

AFFIDAVIT OF REGULARITY

Plaintiff(s),

-VS-

Index No.: B 98134

WILLIAM J. WAGNER, JR.
378 Windermere Blvd.
Amherst, New York 14226

Defendant(s)

STATE OF NEW YORK)
COUNTY OF ERIE :SS.
CITY OF BUFFALO)

Gerald Chiari, being duly sworn, deposes and says:

1. This action was commenced by the service of a Summons and Complaint upon the defendant(s) above named, as appears by the annexed affidavit(s) of service. The defendant(s) served, has/have not answered or otherwise moved with respect to the Complaint and the time for doing so has expired. Defendant's(s') time has not been otherwise extended and the defendant(s) has/have been in default of pleadings since April 25, 2006.

2. That your deponent is submitting this affidavit in support of the application for attorney fees as set forth in the Complaint herein, and is the attorney for the plaintiff.

3. That the plaintiff requests reasonable collection costs and attorney fees of 25% of the unpaid balance in the sum of \$245.00, as set out in the Complaint, owing by the defendant(s) to the plaintiff.

CHIARI000088

4. That the collection of attorney fees and costs owing by the defendants, has long been and is still commonly accepted and much utilized in the collection of contractual indebtedness in the County of Erie and surrounding counties.

5. That as alleged in the Complaint, the plaintiff and defendant(s) expressly agreed that in the event of a default in the terms of repayment, reasonable attorney fees and collection costs would be paid by the defendant(s) to the plaintiff in the amount set forth in said agreement equal to 25% of the outstanding indebtedness.

6. That the services rendered and to be rendered in connection with the collection of this debt by your deponent's office are as follows:

a. Review and examination of all documents received from plaintiff, determination as to whether to accept suit or open file, performed by an attorney, (.4 hours at \$185.00 per hour).

b. Verification of defendant's address and current place of employment, performed by an attorney, (.5 hours at \$185.00 per hour).

c. Investigation regarding the value and location of assets of defendant(s) given to secure the debt, performed by an attorney, (.5 hours at \$185.00 per hour).

d. Attempted contact(s) with defendant(s) by letter and telephone, performed by an attorney, (.25 hours at \$185.00 per hour).

e. Contact with the plaintiff to review documents, collateral, and any other particulars of the case history of value to collection efforts herein, performed by an attorney, (.35 hours at \$185.00 per hour).

f. Attempt to locate defendant(s)) present address by letters to the defendant(s) prior address(es), letters to the post office, TRW reports, telephone

conversation(s), review of telephone directories and motor vehicle department records, performed by an attorney, (2.0 hours at \$185.00 per hour).

g. Pleadings drafted in conjunction to the foregoing information and issue to process server or office to effect service upon the defendant(s), performed by an associate attorney, (.4 hours at \$185.00 per hour).

~~h. Affidavits of service drawn, examined and filed, Notice of Default~~

mailed to defendant(s). Affidavits attesting mailing of notice of default drawn and filed, performed by judgment clerk, (.25 hours).

i. Preparation, review and filing of judgment roll, performed by judgment clerk, (.35 hours).

j. Preparation and filing of transcript of judgment, performed by judgment clerk, (.25 hours).

k. Preparation and review and submission of affidavit of regularity and service rendered in proposed order, performed by judgment clerk, (.4 hours).

l. If claim is disputed, review of account with plaintiff and defendants, performed by an attorney, (.4 hours at \$185.00 per hour).

~~m. Implementation of post judgment collection procedures as required,~~

performed by an attorney, (indeterminate hours at \$185.00 per hour).

n. Numerous dockets, logs and diaries kept by personnel employed by your deponent necessary to meet the various deadlines connected with this suit as well as the continuous communications maintained to the plaintiff keeping the plaintiff informed of its progress, performed by attorneys, (indeterminate hours at \$185.00 per hour).

7. That at this point in the law suit, it is impossible to determine if the aforementioned debt and attorney fees will be collectible.

8. That the majority of the legal work performed by GOLDSTEIN, BULAN & CHIARI occur post-judgment and will engender an undetermined number of hours of legal work to be performed by an attorney.

9. That deponent has been practicing in this area in excess of 30 years and the other attorneys in the firm have combined experience in excess of 80 years.

10. In your deponent's opinion, the attorney fees requested in plaintiff's complaint are fair and reasonable in relation to both your deponent's expertise as well as the time and effort to be expended.

a. Attempts to locate defendant(s) present place(s) of employment by letter(s) and/or information subpoenas, telephone conversations, TRW reports, and review of telephone directories performed by an attorney, (1.5 hours at \$185.00 per hour).

b. Attempts to discover the extent and location of the defendant(s) assets, by the issuance of third-party orders, information subpoenas, real estate search(es) and personal examinations of the defendant(s) performed by an attorney, (1 hour at \$185.00 per hour).

c. The placement of income garnishees and or property executions with either the Buffalo City Court Marshall's Office or the Erie County Sheriff's Department performed by an attorney, (.5 hours at \$185.00 per hour).

d. Monthly monitoring of the file to ascertain the whereabouts of the assets and the defendant's place of employment, performed by an attorney, (1 hour at \$185.00 per hour).

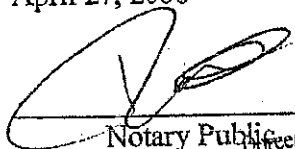
e. Yearly issuance of information subpoenas, third-party orders, examinations of the defendant(s) and TRWs performed by an attorney, (1.5 hours at \$185.00 per hour).

11. It is a normal and customary and court accepted practice in this and other local jurisdictions to charge 25% of the unpaid balance of a debt as reasonable attorney fees.

~~WHEREFORE, your deponent respectfully requests this Court allow reasonable~~
collection costs and attorney fees of \$245.00, be awarded to the plaintiff as alleged in the Complaint in the above-captioned action in the sum set forth herein.


Gerald Chiari

Sworn to before me
April 27, 2006


Notary Public

Doreen A. Watson
Notary Public - State of New York
Reg. #01WA6075856
Orleans County
(commission Expires June 10, 20 *06*

CHIARI000092

Paralegal Services of Buffalo

■ Amortization Schedules
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■ Filing

■ Asset Searching
■ Delivering

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www.paralegalservicesofbuffalo.com

856-3818 - 852-2028

Fax: 853-0184

DATE
05-09-06
FILE NO.
898134

FIRM

E. B. & Vian
KVS

ORIGINATOR

SUBJECT:

INSTRUCTIONS:

M.J. Peterson Corp.
vs. William J. Wagner, Jr.

Please file & Judgment
in BK
Date stamp copy & return
to our office

CHECK ATTACHED: _____

ATTACHMENTS: _____

Thanks!

PERFORMANCE REPORT

DISBURSMT.

BY

SERVICE FEE

NO. OF SERV

DATE COMPLETE

2006 MAY 10 AM 10:56

RECEIVED
BUFFALO COUNTY

[Signature]
J.W.S.
2
5/10/06

RECEIVED BY: _____

STATE OF NEW YORK
BUFFALO CITY COURT: COUNTY OF ERIE

M. J. PETERSON CORP.
 5 John James Audubon Parkway
 Amherst, New York 14228

Plaintiff

Vs.

STATEMENT FOR
JUDGMENT
 INDEX # B 98134

WILLIAM J. WAGNER, JR.
 378 Windermere Blvd.
 Amherst, New York 14226

Defendant

Amount claimed in complaint		\$ 980.00
Attorneys fees		\$ 245.00
Interest		\$ 60.65
Total		\$1,285.65
Less amount paid		\$ 00.00
Total after money paid		\$1,285.65
Costs by statute	\$ 20.00	
Service of summons and complaint	25.00	
Affidavit	1.50	
Transcripts and docketing	15.00	
Sheriffs fees on execution	45.00	
Fee for index number	45.00	
Costs taxed at	\$151.50	
TOTAL		\$ 1,437.15

STATE OF NEW YORK, COUNTY OF ERIE

I, Harold P. Bulan, a member of the firm of GOLDSTEIN, BULAN & CHIARI, LLP., Attorneys for plaintiff herein state that the disbursements above specified are correct and true and have been or will be necessarily made on incurred herein and are reasonable in amount. The summons and complaint in this action have been served on the defendant against whom judgment is asked, and the time for said defendants to appear or answer herein has expired, and the defendants are not members of the United States armed forces. The undersigned affirms this statement to be true under the penalties of perjury.

DATED: May 9, 2006

HAROLD P. BULAN

NOW ON MOTION of GOLDSTEIN, BULAN & CHIARI, LLP., Attorneys for the plaintiff herein, it is ADJUDGED, that the plaintiff, above named, to recover of the defendants specified below, amounting in all to the sum specified below as "Amount of Judgment", and that the said plaintiff have execution therefore:

Defendant:	WILLIAM J. WAGNER, JR.
Sum:	\$ 1,285.65
Costs and Disbursements:	\$ 151.50
Amount of Judgment:	\$ 1,437.15
Date Judgment entered:	
Clerk:	

Index No.:

.....Clerk

Index No.			
		980	00
		\$ 245	00
		60	65
		1,285	65
		1,285	65
20	00		
25	00		
1	50		
15	00		
45	00		
45	00		
\$ 151	50		

Total \$ 1,437.15

Sept. 1/05 - May 9/06

251 days at 9%

JUDGMENT AGAINST

William J. Wagner, Jr.

GNEC-20

112 FRANKLIN ST., BUFFALO, NY 14202
www.paralegalservicesofbuffalo.com

Fax: 853-0184

DATE	05-09-06
FILE NO.	B-98134

FIRM

ORIGINATOR

SUBJECT

INSTRUCTIONS

B. B. Huan

KVC

M. J. Peterson Corp

vs. William J. Wagner, Jr

*Please file & Judgment
in Bk
Date stamp copy & return
to our office*

CHECK ATTACHED

ATTACHMENTS

Thanks!

PERFORMANCE REPORT

DISBURSMT.

BY

SERVICE FEE

NO. OF SERV

DATE COMPLETE

RECEIVED BY:

PULL OUT THIS COPY FOR YOUR RECORDS

STATE OF NEW YORK
BUFFALO CITY COURT: COUNTY OF ERIE
 M.J. PETERSON CORP.
 501 John James Audubon Parkway
 Amherst, New York 14228

2006 MAY 10 AM 10:55
 Plaintiff

RECEIVED
 BUFFALO CITY COURT

Vs.

STATEMENT FOR JUDGMENT
 INDEX # B 98134

WILLIAM J. WAGNER, JR.
 378 Windermere Blvd.
 Amherst, New York 14226

Defendant

Amount claimed in complaint	\$ 980.00
Attorneys fees	\$ 245.00
Interest	\$ 60.65
Total	\$1,285.65
Less amount paid	\$ 00.00
Total after money paid	\$1,285.65
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Affidavit	1.50
Transcripts and docketing	15.00
Sheriffs fees on execution	45.00
Fee for index number	45.00
Costs taxed at	\$151.50
TOTAL	\$ 1,437.15

STATE OF NEW YORK, COUNTY OF ERIE

I, Harold P. Bulan, a member of the firm of GOLDSTEIN, BULAN & CHIARI, LLP., Attorneys for plaintiff herein state that the disbursements above specified are correct and true and have been or will be necessarily made on incurred herein and are reasonable in amount. The summons and complaint in this action have been served on the defendant against whom judgment is asked, and the time for said defendants to appear or answer herein has expired, and the defendants are not members of the United States armed forces. The undersigned affirms this statement to be true under the penalties of perjury.

DATED: May 9, 2006

HAROLD P. BULAN

NOW ON MOTION of GOLDSTEIN, BULAN & CHIARI, LLP., Attorneys for the plaintiff herein, it is ADJUDGED, that the plaintiff, above named, to recover of the defendants specified below, amounting in all to the sum specified below as "Amount of Judgment", and that the said plaintiff have execution therefore:

Defendant:	WILLIAM J. WAGNER, JR.
Sum:	\$ 1,285.65
Costs and Disbursements:	\$ 151.50
Amount of Judgment:	\$ 1,437.15
Date Judgment entered:	MAY 10 2006
Clerk:	Sharon Thomas

STATE OF NEW YORK
 BUFFALO CITY COURT: COUNTY OF ERIE
 M.J. PETERSON CORP. BUFFALO CITY COURT
 501 John James Audubon Parkway
 Amherst, New York 14228 2006 MAY 10 AM 10:55

RECEIVED
 BUFFALO CITY COURT

2006 MAY 10 AM 10:55

Plaintiff

Vs.

STATEMENT FOR
 JUDGMENT
 INDEX # B 98134

WILLIAM J. WAGNER, JR.
 378 Windermere Blvd.
 Amherst, New York 14226

Defendant

Amount claimed in complaint	\$ 980.00
Attorneys fees	\$ 245.00
Interest	\$ 60.65
Total	\$1,285.65
Less amount paid	\$ 00.00
Total after money paid	\$1,285.65
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Affidavit	1.50
Transcripts and docketing	15.00
Sheriffs fees on execution	45.00
Fee for index number	45.00
Costs taxed at	\$151.50
TOTAL	\$ 1,437.15

STATE OF NEW YORK, COUNTY OF ERIE

I, Harold P. Bulan, a member of the firm of GOLDSTEIN, BULAN & CHIARI, LLP., Attorneys for plaintiff herein state that the disbursements above specified are correct and true and have been or will be necessarily made on incurred herein and are reasonable in amount. The summons and complaint in this action have been served on the defendant against whom judgment is asked, and the time for said defendants to appear or answer herein has expired, and the defendants are not members of the United States armed forces. The undersigned affirms this statement to be true under the penalties of perjury.

DATED: May 9, 2006

HAROLD P. BULAN

NOW ON MOTION of GOLDSTEIN, BULAN & CHIARI, LLP., Attorneys for the plaintiff herein, it is ADJUDGED, that the plaintiff, above named, to recover of the defendants specified below, amounting in all to the sum specified below as "Amount of Judgment", and that the said plaintiff have execution therefore:

Defendant:	WILLIAM J. WAGNER, JR.
Sum:	\$ 1,285.65
Costs and Disbursements:	\$ 151.50
Amount of Judgment:	\$ 1,437.15
Date Judgment entered:	
Clerk:	MAY 10 2006

Sharon Thomas

GOLDSTEIN BULAN & CHIARI

FIRM

DATE
5/11/06
FILE NO.
B98134

ORIGINATOR

Sa

SUBJECT

MJ PETERSON CORP.

VS

INSTRUCTIONS

WILLIAM J. WAGNER, JR.

PLEASE OBTAIN TRANSCRIPT B.C.C.

PLEASE FILE TRANSCRIPT E.C.C.O.

THANK YOU

CHECK ATTACHED:

ATTACHMENTS:

PERFORMANCE REPORT

DISBURSMT.

BY

SERVICE FEE

NO. OF SERV.

DATE COMPLETE

RECEIVED BY:

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CHIARI000099

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www.paralegalservicesofbuffalo.com

856-3818 - 852-2028

Fax: 853-0184

DATE
5/11/06
FILE NO.
B98134

GOLDSTEIN BULAN & CHIARI

FIRM

ORIGINATOR Sally

SUBJECT: MJ PETERSON CORP.

VS

INSTRUCTIONS: WILLIAM J. WAGNER, JR.

PLEASE OBTAIN TRANSCRIPT B.C.C.

PLEASE FILE TRANSCRIPT E.C.C.O.

THANK YOU

CHECK ATTACHED: _____

ATTACHMENTS:

PERFORMANCE REPORT

DISBURSMT.

16.00

BY

J. W. L.

SERVICE FEE

NO. OF SERV

3

DATE COMPLETE

5/15/06

RECEIVED BY: _____

CHIARI000100

PAYMENT BY CREDIT CARD

TRANSCRIPT OF JUDGMENT
CERTIFICATE OF DISPOSITION

CHECK ONLY ONE

DOCKET NO. B98134

Judgment Debtor Address 378 WINDERMERE BLVD
AMHERST, NY 14226

Judgment Creditor Address 501 JOHN JAMES AUDUBON PKWY
AMHERST, NY 14228

Attorney for GOLDSTEIN, BULAN & CHIARI
Judgment Creditor 1440 RAND BLDG.
BUFFALO, N.Y. 14203

ACTION SEVERED:

PLEASE NOTE THAT THIS FORM SHOULD BE FILED WITH

FILED
MAY 15 2006
ERIE COUNTY
CLERK'S OFFICE

Damages \$ 1285.65

Court Costs \$ 151.50

TOTAL AWARD \$ 1437.15

Judgment Docketed
Date: May 10, 2006Judgment Rendered
Date: May 10, 2006
CITY COURT OF BUFFALO
COUNTY OF ERIE
STATE OF NEW YORK

REMARKS

DATE SATISFIED:

THE ACCOUNT IS DELETED FROM THE
State of New York)
County of Erie)
City of Buffalo)

I, RUTH DAHAR, clerk of the City Court of Buffalo, hereby certify
that all of the above is a correct transcript from the docket of
judgments in the Buffalo City Court, and I further certify that the
above judgment has been ENTERED.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed the
official seal of the City Court of Buffalo on May 12, 2006.

Bills incurred as a result of a motor vehicle accident
payment are not accepted. Accounts must be paid in full.

RUTH DAHAR
Court Clerk

S E A L

The billing office is open weekdays from 8:00 A.M. to 4:00 P.M.

Please keep this copy as your permanent record of any payments made
at tax time.

LAW OFFICES OF
GOLDSTEIN, BULAN & CHIARI LLP
RAND BUILDING 14 LAFAYETTE SQUARE
SUITE 1440

DAVID J. GOLDSTEIN
1907-1991

HAROLD P. BULAN
GERALD CHIARI
TOBY-LEE G. BULAN
PHILIP A. MILCH

BUFFALO, NEW YORK 14203
TEL: (716) 854-1332 • FAX (716) 854-1370
E-MAIL: gbcilp@yahoo.com

FAX/EMAIL NOT
FOR SERVICE OF PROCESS

M.P.O. Box 1091
NIAGARA FALLS, NEW YORK 14302
716-854-1332

P.O. Box 548
BATAVIA, NEW YORK 14020
716-854-1332

May 16, 2006

William J. Wagner, Jr.
378 Windemere Blvd.
Amherst, NY 14226

Re: M.J. PETERSON CORP.
Judgment Amount: \$1,437.15
Judgment Date: May 10, 2006

Dear Sir or Madam:

Enclosed herewith please find an original and one copy of the Information Subpoena in the above matter. Please answer the questions as fully and completely as possible, and return the executed and notarized original, to this office, in the enclosed return envelope within **seven (7) days** of the date of this letter.

Should you fail to respond within **seven (7) days**, we will petition the Court for an Order to Show Cause for Contempt of Court.

Very truly yours,

GOLDSTEIN, BULAN & CHIARI LLP

BY: Gerald Chiari, Esq.
GC/dk

Enclosure(s)

**WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

CHIARI000102

7005 1820 0000 1259 4280

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
<small>(Domestic Mail Only. No Insurance Coverage Provided.)</small>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.12
Postmark Here	
Sent To <u>William J. Wagner Jr</u>	
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	
PS Form 3800, June 2002 See Reverse for Instructions	

CHIARI000103

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WILLIAM J. WAGNER JR
378 Windemere Blvd.
Amherst, NY 14226

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

5/21/16

 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number

(Transfer from service label)

7005 1820 0000 1259 4280

S Form 3811, February 2004

Domestic Return Receipt

102596-02-M-154

CHIARI000104

WAGNER, WILLIAM J. JR. 378 WINDERMERE BLVD. AMHERST, NY 14226 ERIE 083-52-9006 ; E- BANKRUPT	M.J. PETERSON, LLC 501 JOHN JAMES AUDUBON PARKWAY, AMHERST, NY 14228-;	BULAN, CHIARI, HORWITZ & ILECKI LLP 1321 MILLERSPORT HWY STE 101 WILLIAMSVILLE, NY 14221 file number- 20065569 SEPTEMBER 6, 2006 LX/MV
	ACCOUNT NO.:	
	CONTRACT DATE:	
	PRE-JMT BALANCE: \$980.00	
	PRE-JMT INT. DATE:	R/E
	PRE-JMT INT. RATE:	
	VEHICLE:	POE
	PROPERTY:	C/R
	CASE POSTURE: JMT	
	BAN COURT NO:	
	BAN COURT: NONE;	IS/SDT
	COURT: BUFFALO CITY COURT	
	COURT NO: B98134	RN: M&T HSBC CITIZN FNB BK AM CITIBK COMM BK KEY
	RESP. ATTY: WILLIAM ILECKI	
	FEE: 35.00%	
	CASE TYPE: L	
	A/F AMOUNT: \$245.00	CONTEMPT
	CONS/BUS: C	
	DEBTOR ATTY: NONE	REPO/EXECUTION
	FIDUCIARY:	
	JUDGMENT INFO: MAY 10, 2006; \$1,437.15; MAY 15, 2006	
		MISC.

CHIARI000105

BULAN, CHIARI, HORWITZ & ILECKI LLP

ATTORNEYS AND COUNSELORS AT LAW

1321 MILLERSPORT HWY STE 101, BUFFALO, NY 14221
Erie: (716) 838-4300 Niagara: (716) 693-4529 Fax: (716) 204-9728
HFILaw@aol.com
Wllecki@aol.com

GERALD CHIARI
MORRIS L. HORWITZ
WILLIAM ILECKI
RICHARD L. STARK
HOWARD D. CADMUS
SARA BULSON

January 13, 2007

WILLIAM J. WAGNER Jr.

378 Windermere Blvd.

Amherst, NY 14226

RE: Claim of M.J. PETERSON, LLC
Judgment balance- \$1,525.04

Dear Sir/Madam:

Please forward all future communications in this matter to this office.

Please forward any payments to us, payable to "BULAN, CHIARI, HORWITZ & ILECKI LLP, as attorneys", or proceed as noted below. Note- because of interest or other charges that may vary from day to day, the amount due on the day you pay may be greater. If you pay the amount shown above, an adjustment may be necessary after we receive the payment, in which event we will inform you. For further information, please contact this office. This is an attempt to collect a debt by a debt collector, and any information obtained will be used for that purpose.

Very truly yours,

BULAN, CHIARI, HORWITZ & ILECKI LLP

SARA BULSON

NOTE: Unless you, within thirty days after receipt of this notice, dispute the validity of the debt, or any portion of it, the debt will be assumed to be valid by us. If you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and mail a copy of such verification to you. Upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor. We may proceed with suit against you without waiting the thirty-day period if so requested by our client.

Our file number- 20065569©

CHIARI000106

NOTICE TO JUDGMENT DEBTOR

Money or property belonging to you may have been taken or held in order to satisfy a judgment or order which has been entered against you. Read this carefully.

YOU MAY BE ABLE TO GET YOUR MONEY BACK

State and Federal laws prevent certain money or property from being taken to satisfy judgments or orders. Such money or property is said to be "exempt". The following is a partial list of money which may be exempt:

1. Supplemental security income, (SSI);
2. Social Security;
3. Public assistance (welfare);
4. Alimony or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Worker's compensation benefits;
8. Public or private pensions; and,
9. Veteran's benefits.

If you think that any of your money that has been taken or held is exempt, you must act promptly because the money may be applied to the judgment or order. If you claim that any of your money that has been taken or held is exempt, you may contact the person sending this notice.

ALSO, YOU MAY CONSULT AN ATTORNEY, INCLUDING LEGAL AID IF YOU QUALIFY. The law (New York Civil Practice Law and Rules, Article Four and Sections Fifty-Two Hundred Thirty-Nine and Fifty-Two Hundred Forty) provides a procedure for determination of a claim to an exemption.

BULAN, CHIARI, HORWITZ & ILECKI LLP
Attorneys at Law

1321 MILLERSPORT HWY STE 101, BUFFALO, NY 14221

Erie: (716) 838-4300 Niagara: (716) 693-4529 Fax: (716) 204-9728

Our file number- 20065569©

CHIARI000107

WARNING: YOUR FAILURE TO APPEAR IN COURT MAY RESULT IN YOUR IMMEDIATE ARREST AND IMPRISONMENT FOR CONTEMPT OF COURT.

NOTICE: The purpose of the hearing is to punish you for a contempt of court. Such punishment may consist of fine or imprisonment, or both, according to law.

At a Special Term of the Buffalo
City Court held at the Court House, on

AUG 08 2007

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC,

Plaintiff,

vs.

**ORDER TO SHOW CAUSE TO
PUNISH FOR CONTEMPT**

Index No. B98134

WILLIAM J. WAGNER Jr.
378 Windermere Blvd.
Amherst, NY 14226,

Defendant(s).

Hon.

ASSIGNED JUDGE: **CRAIG D. HANNAH**

On the annexed Subpoena, the annexed Affidavit showing due service of the Subpoena, and upon the Affirmation of Sara Bulson, dated July 29, 2007, by which it appears that WILLIAM J. WAGNER Jr. failed to comply with said Subpoena.

IT IS ORDERED, that WILLIAM J. WAGNER Jr. appear before me or one of the Justices of Buffalo City Court, at a Special Term, Part , to be held at the Court House at 50 Delaware Avenue, Buffalo, NY on **October 3, 2007 at 9:30 a.m.** of that day and show cause why he/she should not be punished as and for contempt for violation of and non-compliance with the said Subpoena, to include a fine up to \$250 plus actual damages, and why he/she should not pay the costs of this motion, and why the Plaintiff should not have

CHIARI000108

such other and further relief as may be proper.

Personal service pursuant to CPLR 308 (1), (2) or (4), of a copy of this order and of the papers upon which it is based, on said WILLIAM J. WAGNER Jr. at any time on or before ten (10) days before the return date of this Motion, shall be deemed sufficient.

DATED: AUG 08 2007

CRAIG D. HANNAH

HON.

Our file number- 20065569©

CHIARI000109

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC,

Plaintiff,

ATTORNEY'S AFFIRMATION

vs.

Index No. B98134

WILLIAM J. WAGNER Jr.,

Defendant(s).

ASSIGNED JUDGE:

Hon.

Sara Bulson, an attorney admitted to practice in the Courts of the State of New York, and not a party to this action, subscribes and affirms the following to be true under the penalties of perjury:

1. I am the attorney for the Plaintiff, M.J. PETERSON, LLC, and am duly authorized by the Plaintiff to bring this proceeding. A Subpoena (a copy of which is annexed hereto) was duly issued of this Court requiring WILLIAM J. WAGNER Jr. (hereinafter "Contemnor") to complete a questionnaire under oath relevant to the satisfaction of the judgment entered in this action.

2. As appears more fully in the affidavit of service annexed hereto, the subpoena was served on said Contemnor.

3. The Contemnor failed to so comply with said Subpoena.

4. The conduct of said Contemnor was calculated to and actually did defeat, impair, impede and prejudice the rights and remedies of the judgment creditor herein, in that the judgment creditor has been unable to obtain information on matters relevant to the satisfaction of the judgment as authorized by law.

5. No previous application for an order to show cause relative to non-compliance with this Subpoena herein has been made.

CHIARI000110

WHEREFORE, your deponent prays for an order requiring WILLIAM J. WAGNER Jr. to show cause why the above-referenced Contemnor should not be punished for contempt, to include a fine up to \$250 plus actual damages, and granting to the judgment creditor such other and further relief as to the Court may seem just and proper, together with the costs of this motion.

DATED: July 29, 2007
Williamsville, New York


SARA BULSON

Our file number- 200855569©

CHIARI000111

STATE OF NEW YORK

BUFFALO COUNTY COURT: COUNTY OF ERIE

M.J. PETERSON CORP.

501 John James Audubon Parkway

Amherst, NY 14228

Plaintiff

INDEX #B 98134

INFORMATION

SUBPOENA

VS

WILLIAM J. WAGNER, JR.

378 Windemere Blvd.

Amherst, NY 14226

Defendant

THE PEOPLE OF THE STATE OF NEW YORK

TO: WILLIAM J. WAGNER, JR.

ADDRESS: 378 Windemere Blvd. Amherst, NY 14226

GREETINGS:

WHEREAS, In an action in the above entitled court between the above named plaintiff-judgment creditor and defendant-judgment debtor, a judgment was entered in favor of said plaintiff-judgment creditor and against said defendant-judgment debtor, and on which there remains an unpaid balance, and

WHEREAS, the party to whom this subpoena is directed; resides, regularly employed, and/or has an office for the regular transaction of business; in the county set forth above;

NOW, THEREFORE WE COMMAND YOU, pursuant to Sections 5223 and 5224 of the Civil Practice Law and Rules, that you answer in writing under oath, separately and fully, each question on the questionnaire set forth below as indicated therein, each answer referring to the question to which it responds; and that you return the one copy of this Information Subpoena, questionnaire and answers within seven (7) days after your receipt of this subpoena.

TAKE NOTICE that false swearing or failure to comply with this subpoena is punishable as a contempt of court.

Dated: 5/16/2006


Gerald Chiari, Esq.

GOLDSTEIN, BULAN & CHIARI, LLP

Attorneys for the Plaintiff

1440 Rand Building, 14 Lafayette Square

Buffalo, New York

Tel:(716) 854-1332 Fax:(716) 854-1370

CHIARI000112

STATE OF NEW YORK
~~BUFFALO COUNTY COURT: COUNTY OF ERIE~~

M.J. PETERSON CORP.

501 John James Audubon Parkway
Amherst, NY 14228

Plaintiff

INDEX #B 98134
INFORMATION
SUBPOENA

VS

WILLIAM J. WAGNER, JR.
378 Windemere Blvd.
Amherst, NY 14226

Defendant

_____, Being duly sworn, deposes and says:

1. Q. What is your full name?
A.
2. Q. What is your Social Security Number and date of birth?
A.
3. Q. Have you ever been known by any other name?
A.
4. Q. Where do you live and with whom?
A.
5. Q. Do you occupy an apartment or house?
A.
6. Q. What is the landlord's name and address?
A.
7. Q. Who pays the rent?
A.
8. Q. How is the rent paid, by check or cash?
A.
9. Q. How much is rent?
A.
10. Q. For how long of a time have you lived in the premises you now occupy?
A.
11. Q. What is your occupation profession?
A.

CHIARI000113

12. Q. Are you engaged in business in an individual, partnership or corporate form?
A.

13. Q. If engaged in business, give your business address and name of your firm.
A.

14. Q. If employed give your employer's name and address.
A.

15. Q. ~~For how long of a time have you worked with your present employer?~~
A.

16. Q. What salary do you receive?
A.

17. Q. When is your salary payable?
A.

18. Q. Is your salary payable by check or in cash?
A.

19. Q. Do you receive any bonus or emolument other than your salary?
A.

20. Q. Do you receive any income from any other source, and if so, explain?
A.

21. Q. What amount of income have you received from your trade or profession during each of the two years immediately preceding the entry of judgment in this action?
A.

22. Q. Do you have a bank, checking or savings account?
A.

23. Q. If so, give names and addresses of banks where you have accounts.
A.

24. Q. Have you closed any bank account since the summons in this action was served on you?
A.

25. Q. If so, give name and address of bank?
A.

26. Q. How much was on deposit at time the account was closed?
A.

27. Q. Are you married?
A.

28. Q. What is you spouse's full name?

A.

29. Q. Is you spouse employed?

A.

30. Q. What is the name and address of the employer?

A.

31. Q. What salary does your spouse receive?

A.

32. Q. How many children have you, and what are their ages?

A.

33. Q. Do you own an automobile, airplane & boat?

A.

34. Q. If so describe the make, year and model, serial and license material?

A.

35. Q. Is it covered by any chattel mortgage, conditional sales or other security agreement?

A.

36. Q. Where do you keep the automobile?

A.

37. Q. Do you own any interest in real estate?

A.

38. Q. If so, give details.

A.

39. Q. Do you own any stocks, bonds, defense bonds or other securities?

A.

40. Q. Describe each item.

A.

41. Q. Are you an officer, director or shareholder in any corporation?

A. If so, explain.

42. Q. Do you own a piano, phonograph or television set, and if so describe?

A.

43. Q. Have you ever before been examined by a judgment creditor?

A.

44. Q. Is there an income execution or wage assignment presently against your wages or has an installment payment order been granted directing you to make payments to any judgment creditor?

A.

45. Q. Do you receive any money from others to support yourself?

A.

46. Q. If so give names and addresses of such person.

A.

47. Q. Give the amounts that such persons contribute for your support.

A.

48. Q. Have you been involved in any automobile accident, or in any way been injured through any person's fault, within the last three years?

A.

49. Q. If so, give the date of the accident or injury, the name of the insurance company, and the name of your attorney, if any?

A.

50. Q. Are there any other judgment against you?

A.

51. Q. If so, give the following information with respect to each judgment:

(A) Name of court and date of judgment.

(B) Name of plaintiff and amount of judgment.

52. Q. Are you presently making any payments pursuant to any court order of income execution? If so, explain fully.

A.

Deponent is the recipient of an information subpoena herein, of the original and a copy of questions accompanying said subpoena and a prepaid self-addressed return envelope.

Judgment Debtor

Sworn to before me this

day of _____, 2006

Notary Public

CHIARI000116

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WILLIAM J. WAGNER JR
378 Windemere Blvd.
Amherst, NY 14226

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☒ Agent☐ Addressee

C. Date of Delivery

5/24/06

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7005 1820 0000 1259 4280

PS Form 3811, February 2004

Domestic Return Receipt

102586-02-M-1541

CHIARI000117

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC,

Plaintiff,

AFFIDAVIT OF MAILING

vs.

Index No. B98134

WILLIAM J. WAGNER Jr.,

Defendant(s).

ASSIGNED JUDGE:

Hon.

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

Sally Pralow, being duly sworn, deposes and says:

1. I am over 18 years of age and not a party to this action.
2. On May 16, 2006, I mailed a copy of Information Subpoena, by first class mail, in an official depository located in the State of New York under the exclusive care and custody of the United States Post Office Department, and properly addressed to: WILLIAM J. WAGNER Jr., 378 Windermere Blvd., Amherst, NY 14226.

Sally Pralow
Sally Pralow

Sworn to before me
May 16, 2006

Patricia A. Zelasko
Notary Public

Our file number- 20065569©

PATRICIA A. ZELASKO
Notary Public #01ZE8043107
Qualified in Erie County, N.Y.
My Comm. Exp. 06-12-2008
2010

CHIARI000118

BULAN, CHIARI, HORWITZ & ILECKI LLP

ATTORNEYS AND COUNSELORS AT LAW

1321 MILLERSPORT HWY STE 101, BUFFALO, NY 14221

Erie: (716) 838-4300 Niagara: (716) 693-4529 Fax: (716) 204-9728

HFILaw@aol.com

Wilecki@aol.com

GERALD CHIARI
MORRIS L. HORWITZ
WILLIAM ILECKI
RICHARD L. STARK
HOWARD D. CADMUS
SARA BULSON
BARBARA R. RIDALL
HAROLD P. BULAN, OF COUNSEL

August 10, 2007

Action Services & Research, Inc.
25 Falconer Street, Suite. 2
North Tonawanda NY 14120-
Attn: Michael J. Palczynski

RE: M.J. PETERSON, LLC v. WILLIAM J. WAGNER Jr.
Residence- 378 Windermere Blvd., Amherst, NY 14226;
Date of Birth: n/a

Dear Mr. Palczynski:

Enclosed please find three (3) copies of an Order to Show Cause. Please serve by personal delivery or substituted service (i.e. nail and mail, person of suitable age, etc.) upon the listed Defendant(s).

**PLEASE SERVE THE ENCLOSED ORDER ON OR BEFORE
SEPTEMBER 23, 2007.**

Unless this involves service of a Subpoena, please also file the Affidavit(s) of Service with the Court, and return a file-stamped copy of same to this office as soon as possible. Thank you for your prompt attention to this matter.

Very truly yours,

BULAN, CHIARI, HORWITZ & ILECKI LLP

TINA ARONNE

Enclosure

Our file number- 20065569©

CHIARI000119

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC

Plaintiff,

AFFIDAVIT OF SERVICE

vs.

Index No. B98134

WILLIAM J. WAGNER Jr.,

Defendant(s).

STATE OF NEW YORK) COUNTY OF ERIE -) SS.:

The undersigned, being duly sworn, deposes and says:

That I am over the age of 18 years
SUMMONS AND COMPLAINT on the Defendant's
business, ON the ____ day of _____

8-10-07
6:29 P.M.

a copy of the annexed
place of abode/place of
business;

1. [] by personally delivering to and leaving
served to be the person described as the said
Color-____; Age-____; Weight-____;

that I knew the person so
served; Skin Color-____; Hair
____;

2. [] by personally delivering to and leaving
person of suitable age and discretion, further
____; Weight-____; Height-____; Other-____
of the same to the Defendant at _____, Defendant's
"Personal and Confidential", and not indicating
action against said Defendant, with said mail

per current
resident -
DTR no longer
lives there

_____, a
fair Color-____; Age-____
ID by mailing a true copy
in an envelope marked
"Personal and Confidential",
service, OR

3. [] by affixing a true copy thereof to the
pursuant to 1 and 2 with due diligence on: 1) the
day of _____, 200_ at _____ AM/PM; 2) the
day of _____, 200_ at _____ AM/PM;
4) the ____ day of _____, 200_ at _____ AM/PM, AND by mailing a true copy of the same to the
Defendant at _____, Defendant's last known residence or business address, in an envelope marked "Personal and
Confidential", and not indicating on the outside thereof that same was from an attorney or concerned an action against
said Defendant, with said mailing occurring on or within 20 days of the date of service.

to serve the Defendant
____ AM/PM; 2) the ____

To the best of my knowledge, information and belief, said Defendant at the time of service was not in military
service of the United States.

Sworn to before me this
day of _____, 200_.

PRINT NAME BELOW SIGNATURE

NOTARY PUBLIC

August 14, 2007- Our file number- 20065569©

CHIARI000120

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC,
Plaintiff-Judgment-Creditor,

vs.

WILLIAM J. WAGNER Jr.,
Defendant(s)-Judgment-Debtor(s).

INFORMATION SUBPOENA
WITH RESTRAINING NOTICE
Index No. B98134

ASSIGNED JUDGE:
Hon.

RE: WILLIAM J. WAGNER Jr., 1571 Eggert Road, Amherst, NY 14226

THE PEOPLE OF THE STATE OF NEW YORK

TO:
WILLIAM J. WAGNER Jr.
1571 Eggert Road
Amherst, NY 14226

WHEREAS, in the above-captioned action between the parties listed above, a Judgment was entered on **May 10, 2006** in Buffalo City Court, in favor of said Judgment-Creditor and against said Judgment Debtor(s) in the amount of \$1,437.15, of which \$2,071.53 remains due, plus interest at 9.00% from April 4, 2011.

NOW, THEREFORE WE COMMAND YOU, that you answer in writing under oath, separately and fully, each question in the questionnaire accompanying this Subpoena, each answer referring to the question to which it responds; and that you return the answers together with the original of the questions within seven (7) days after your receipt of the questions and this Subpoena.

TAKE FURTHER NOTICE that pursuant to subdivision (b) of §5222 of the Civil Practice Law and Rules, which is set forth herein, you are hereby forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt, except as therein provided. This is an attempt to collect a debt by a debt collector, and any information obtained will be used for that purpose.

CIVIL PRACTICE LAW AND RULES

Section 5222(b) - Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to

CHIARI000121

believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into the possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or ~~otherwise dispose of any such debt, to any person other than the sheriff or the support~~ collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

TAKE FURTHER NOTICE THAT DISOBEDIENCE OF THIS RESTRAINING NOTICE OR FALSE SWEARING OR FAILURE TO COMPLY WITH THIS SUBPOENA MAY SUBJECT YOU TO FINE AND IMPRISONMENT FOR CONTEMPT OF COURT. NON-COMPLIANCE WITH THE INFORMATION SUBPOENA SHALL FIRST SUBJECT YOU TO THE PENALTIES UNDER CPLR 2308(b).

Dated: April 4, 2011

SUZANNE M. SMITH

Attorney for Judgment-Creditor

14 LAFAYETTE SQ STE 1440

BUFFALO, NY 14203

Phone: (716) 838-4300

Fax: (716) 204-9728

Our file number-20065569 ©

CHIARI000122

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC,
Plaintiff-Judgment-Creditor,

vs.

WILLIAM J. WAGNER Jr.,
Defendant(s)-Judgment-Debtor(s).

QUESTIONNAIRE

Index No. B98134

ASSIGNED JUDGE:

Hon.

STATE OF)
COUNTY OF) SS.:

_____, being duly sworn, deposes and says:

1. Where do you live (provide physical residence address) and with whom?
A.
2. Do you own your home/residence or do you rent?
A.
3. What is the bank/mortgagee's or landlord's name and address?
A.
4. How much is the rent/mortgage?
A.
5. For how long have you lived in the premises you now occupy?
A.
6. What is your occupation or profession?
A.
7. Are you engaged in business as an individual, partnership or corporate form? Describe and give name.
A.
8. If employed, give your employer's name and address.
A.
9. For how long have you worked with your present employer or business?
A.
10. What wages or salary do you receive per year?
A.
11. Are your wages or salary payable by check or in cash?
A.
12. Do you receive any bonus or fringe benefit other than your salary? If so, describe.
A.
13. Do you receive any income, rent, or any other payment from any other source, and if so, explain and provide name and address of payor or source?
A.

CHIARI000123

14. State the amount of income, rent, or any other payment have you received during each of the previous two years?

A.

15. What amount of government or other assistance have you received during each of these two years?

A.

16. Have you a bank, credit union, brokerage or other financial institution account? If so, where?

A.

17. Provide the names and addresses where you have any accounts.

A.

18. Have you closed any account within the preceding two years?

A.

19. If so, give name and address of financial institution and amount on deposit at time account closed.

A.

20. Are you married?

A.

21. What is your spouse's full name?

A.

22. Is your spouse employed?

A.

23. What is the name and address of the employer?

A.

24. What wages or salary does your spouse receive?

A.

25. How many children are living or supported by you, and what are their ages?

A.

26. Do you own an automobile, ATV, boat or other motor vehicle? If so, describe.

A.

27. Is it covered by any lien, conditional sales or other security agreement?

A.

28. Where do you keep the automobile, ATV or boat?

A.

29. Do you own any interest in real estate? If so, give details, including lienholder information.

A.

30. Have you transferred any interest in real estate or other property within the last 6 years? If so, give details.

A.

31. Do you own any stocks, bonds, mutual funds, other securities or life insurance? If so, describe.

A.

32. Do you have any property in pawn or bailment? If so, describe.

A.

33. Does anyone owe you money? If so, describe.

A.

34. Are you entitled to any Federal or State income tax refunds? If so, describe.

A.

35. Are you an officer, director or shareholder in any corporation? If so, describe.

A.

36. Are you a trustee, executor or administrator under any will, insurance policy or trust? If so, describe.

A.

37. Is any entity or person holding money or other property for you or on your behalf? If so, describe.

A.

38. Do you have any interest as beneficiary of any trust, life or other insurance, will or estate? If so, describe.

A.

39. Are there any other judgments against you? Describe Plaintiff, Court, date and amount of judgment.

A.

40. Is there any court order, income execution or wage assignment presently against your wages or has an installment payment order been granted directing you to make payments to any judgment creditor or other person? If so, explain fully.

A.

41. Do you receive any money from others to help support yourself? If so, describe.

A.

42. Are you or have you ever been a party to any lawsuit or civil action within the last 3 years? Describe.

A.

43. Have you been involved in any automobile accident, or injured through any person's fault? If so, give the date of the accident or injury, the name of the insurance company, and the name of your attorney, if any.

A.

44. Please state monthly amount you can offer to pay and date payments will commence. All payments to be made to CHIARI & ILECKI, LLP, 14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203, and are subject to periodic review/adjustment based upon financial circumstances.

Deponent is the recipient of an information subpoena herein, of the original and a copy of questions accompanying said subpoena and a prepaid self-addressed return envelope. Deponent has completely and truthfully answered each question herein. (NOTE: Must be signed before Notary Public).

Sworn to before me this _____
day of _____, 200__.

NOTARY PUBLIC

Our file number-20065569 ©

CHIARI000125

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC,
Plaintiff-Judgment-Creditor,
vs.

WILLIAM J. WAGNER Jr.,
Defendant(s)-Judgment-Debtor(s).

QUESTIONNAIRE

Index No. B98134

ASSIGNED JUDGE:

Hon.

STATE OF _____)
COUNTY OF _____) SS.:

_____, being duly sworn, deposes and says:

1. Where do you live (provide physical residence address) and with whom?
A.
2. Do you own your home/residence or do you rent?
A.
3. What is the bank/mortgagee's or landlord's name and address?
A.
4. How much is the rent/mortgage?
A.
5. For how long have you lived in the premises you now occupy?
A.
6. What is your occupation or profession?
A.
7. Are you engaged in business as an individual, partnership or corporate form? Describe and give name.
A.
8. If employed, give your employer's name and address.
A.
9. For how long have you worked with your present employer or business?
A.
10. What wages or salary do you receive per year?
A.
11. Are your wages or salary payable by check or in cash?
A.
12. Do you receive any bonus or fringe benefit other than your salary? If so, describe.
A.
13. Do you receive any income, rent, or any other payment from any other source, and if so, explain and provide name and address of payor or source?
A.
14. State the amount of income, rent, or any other payment have you received during each of the previous two years?
A.

CHIARI000126

15. What amount of government or other assistance have you received during each of these two years?

A.

16. Have you a bank, credit union, brokerage or other financial institution account? If so, where?

A.

17. Provide the names and addresses where you have any accounts.

A.

18. Have you closed any account within the preceding two years?

A.

19. If so, give name and address of financial institution and amount on deposit at time account closed.

A.

20. Are you married?

A.

21. What is your spouse's full name?

A.

22. Is your spouse employed?

A.

23. What is the name and address of the employer?

A.

24. What wages or salary does your spouse receive?

A.

25. How many children are living or supported by you, and what are their ages?

A.

26. Do you own an automobile, ATV, boat or other motor vehicle? If so, describe.

A.

27. Is it covered by any lien, conditional sales or other security agreement?

A.

28. Where do you keep the automobile, ATV or boat?

A.

29. Do you own any interest in real estate? If so, give details, including lienholder information.

A.

30. Have you transferred any interest in real estate or other property within the last 6 years? If so, give details.

A.

31. Do you own any stocks, bonds, mutual funds, other securities or life insurance? If so, describe.

A.

32. Do you have any property in pawn or bailment? If so, describe.

A.

33. Does anyone owe you money? If so, describe.

A.

34. Are you entitled to any Federal or State income tax refunds? If so, describe.

A.

35. Are you an officer, director or shareholder in any corporation? If so, describe.

CHIARI000127

A.

36. Are you a trustee, executor or administrator under any will, insurance policy or trust? If so, describe.

A.

37. Is any entity or person holding money or other property for you or on your behalf? If so, describe.

A.

38. Do you have any interest as beneficiary of any trust, life or other insurance, will or estate? If so, describe.

A.

39. Are there any other judgments against you? Describe Plaintiff, Court, date and amount of judgment.

A.

40. Is there any court order, income execution or wage assignment presently against your wages or has an installment payment order been granted directing you to make payments to any judgment creditor or other person? If so, explain fully.

A.

41. Do you receive any money from others to help support yourself? If so, describe.

A.

42. Are you or have you ever been a party to any lawsuit or civil action within the last 3 years? Describe.

A.

43. Have you been involved in any automobile accident, or injured through any person's fault? If so, give the date of the accident or injury, the name of the insurance company, and the name of your attorney, if any.

A.

44. Please state monthly amount you can offer to pay and date payments will commence. All payments to be made to CHIARI & ILECKI, LLP, 14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203, and are subject to periodic review/adjustment based upon financial circumstances.

Deponent is the recipient of an information subpoena herein, of the original and a copy of questions accompanying said subpoena and a prepaid self-addressed return envelope. Deponent has completely and truthfully answered each question herein. (NOTE: Must be signed before Notary Public).

Sworn to before me this _____
day of _____, 200__.

NOTARY PUBLIC

Our file number- 20065569@

CHIARI000128

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC
Plaintiff,
vs.

AFFIDAVIT OF SERVICE
Index No. B98134

WILLIAM J. WAGNER Jr.
Defendant(s).

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

_____, swears under penalty of perjury that I am over the age of 18 years, and not a party to this action, and I mailed a copy of the INFORMATION SUBPOENA, together with a copy and original of written questions, with a prepaid self-addressed return envelope, on the Defendant(s), WILLIAM J. WAGNER Jr., 1571 Eggert Road, Amherst, NY 14226, on April 4, 2011, by certified mail, return receipt requested, addressed to the said Defendant(s) at the above-respective addresses.

Sworn to before
April 4, 2011

NOTARY PUBLIC
Our file number-20065569©

CHIARI000129

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC
Plaintiff,
vs.

AFFIDAVIT OF SERVICE
Index No. B98134

WILLIAM J. WAGNER Jr.
Defendant(s).

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

Patricia Zelasko, swears under penalty of perjury that I am over the age of 18 years, and not a party to this action, and I mailed a copy of the INFORMATION SUBPOENA, together with a copy and original of written questions, with a prepaid self-addressed return envelope, on the Defendant(s), WILLIAM J. WAGNER Jr., 1571 Eggert Road, Amherst, NY 14226, on April 4, 2011, by certified mail, return receipt requested, addressed to the said Defendant(s) at the above-respective addresses.

Patricia Zelasko

Sworn to before
April 4, 2011

Sally G. Pralow

NOTARY PUBLIC

Our file number- 20065569©

SALLY G. PRALOW
Notary Public, State of New York
Qualified in Erie Co., No. 01111138300
My Commission Expires Sept. 30, 2014

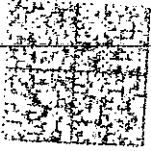
CHIARI000130

1440 Rand Building
14 Lafayette Square
Buffalo, NY 14203

CERTIFIED MAIL



7010 1870 0003 0512 6445



\$ 005.88

William J. Wagner, Jr.
1571 Eggert Rd
Amherst NY 14226

CHIARI000131

CHIARI & ILECKI, LLP

ATTORNEYS AND COUNSELORS AT LAW

14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203

Phone: (716) 838-4300 Fax: (716) 204-9728

ssmith@chiari-ilecki.com

GERALD CHIARI
WILLIAM ILECKI
SARA BULSON
BARBARA RIDALL
SUZANNE M. SMITH
KEITH ROSEBORO
GIOVANNI GENOVESE, OF COUNSEL
MORRIS L. HORWITZ, OF COUNSEL
PAUL A. PETERS (1940-2010)

April 4, 2011

WILLIAM J. WAGNER Jr.
1571 Eggert Road
Amherst, NY 14226

RE: Claim of M.J. PETERSON, LLC

Dear Mr. Wagner:

Please find the enclosed Notice pursuant to CPLR 5222. The current Judgment balance as of April 4, 2011 is \$2,071.53. Note- because of interest or other charges that may vary from day to day, the amount due on the day you pay may be greater. If you pay the amount shown above, an adjustment may be necessary after we receive the payment, in which event we will inform you. For further information, please contact this office.

This is an attempt to collect a debt by a debt collector, and any information obtained will be used for that purpose.

Very truly yours,

CHIARI & ILECKI, LLP

SUZANNE M. SMITH

Enclosure

Our file number- 20065569©

CHIARI000132

NOTICE TO JUDGMENT DEBTOR OR OBLIGOR

Money or property belonging to you may have been taken or held in order to satisfy a judgment or order which has been entered against you. Read this carefully.

YOU MAY BE ABLE TO GET YOUR MONEY BACK

State and federal laws prevent certain money or property from being taken to satisfy judgments or orders. Such money or property is said to be "exempt". The following is a partial list of money which may be exempt:

1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony) or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Workers' compensation benefits;
8. Public or private pensions;
9. Veterans benefits;
10. Ninety percent of your wages or salary earned in the last sixty days;
11. Twenty-five hundred dollars of any bank account containing statutorily exempt payments that were deposited electronically or by direct deposit within the last forty-five days, including, but not limited to, your social security, supplemental security income, veterans benefits, public assistance, workers' compensation, unemployment insurance, public or private pensions, railroad retirement benefits, black lung benefits, or child support payments;
12. Railroad retirement; and
13. Black lung benefits.

If you think that any of your money that has been taken or held is exempt, you must act promptly because the money may be applied to the judgment or order. If you claim that any of your money that has been taken or held is exempt, you may contact the person sending this notice.

Also, YOU MAY CONSULT AN ATTORNEY, INCLUDING ANY FREE LEGAL SERVICES ORGANIZATION IF YOU QUALIFY. You can also go to court without an attorney to get your money back. Bring this notice with you when you go. You

CHIARI000133

are allowed to try to prove to a judge that your money is exempt from collection under New York civil practice law and rules, sections fifty-two hundred twenty-two-a, fifty-two hundred thirty-nine and fifty-two hundred forty. If you do not have a lawyer, the clerk of the court may give you forms to help you prove your account contains exempt money that the creditor cannot collect. The law (New York civil practice law and rules, article four and sections fifty-two hundred thirty-nine and fifty-two hundred forty) provides a procedure for determination of a claim to an exemption.

CHIARI & ILECKI, LLP

Attorneys at Law

14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203

Phone: (716) 838-4300 Fax: (716) 204-9728

Our file number- 20065569©

CHIARI000134

1440 Rand Building
14 Lafayette Square
Buffalo, NY 14203



7910 1670 0001 8512 6445

Handwritten: 1440 RAND BLDG
14 LAFAYETTE SQ
BUFFALO, NY 14203
Handwritten: 1/24/17

NOT DELIVERABLE - ADDRESSED
UNABLE TO FORWARD

CHIARI000135

CHIARI & ILECKI, LLP
ATTORNEYS AND COUNSELORS AT LAW
14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203
Phone: (716) 838-4300 Fax: (716) 204-9728



GERALD CHIARI
WILLIAM ILECKI
SARA BULSON
BARBARA RIDALL
SUZANNE M. SMITH
KEITH ROSEBORO
GIOVANNI GENOVESE, OF COUNSEL
MORRIS L. HORWITZ, OF COUNSEL
PAUL A. PETERS (1940-2010)

April 7, 2011

Postmaster
Amherst NY 14206-

REQUEST FOR BOXHOLDER/CHANGE OF ADDRESS OR PHYSICAL ADDRESS INFORMATION

Please furnish the name, street address and/or forwarding order of the following.

NAME: WILLIAM J. WAGNER Jr.
Address: 102 REIMAN ST FL 2 BUFFALO, NY 14206-1141

The following information is provided in accordance with 39 CFR 285.6(d)(6)(ii). The Fee for providing change of address information is waived in accordance with 39 CFR 285.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.:

- 1) Capacity of requester (e.g., process server, attorney): Attorney
- 2) Statute or regulation that empowers me to serve process (not required when requester is an attorney): _____
- 3) The names of all known parties to the litigation: M.J. PETERSON, LLC, WILLIAM J. WAGNER Jr.
- 4) The court in which the case has been or will be heard: Buffalo City Court
- 5) The docket or other identifying number, if issued: B98134B98134
- 6) The capacity in which the boxholder is to be served: Defendant(s)
- 7) A brief description of the nature of the litigation: Debt collection.

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. §1001).

I certify that the above information is true and that the name and/or street address of the boxholder is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Suzanne M. Smith
Suzanne M. Smith, ESQ., 14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203

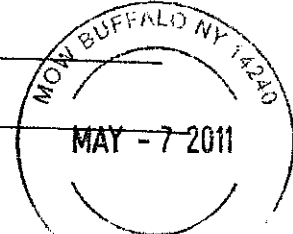
FOR POST OFFICE USE ONLY

☒ No change of address order on file

☐ Not known at address given.

☐ Moved, left no forwarding address.

NEW OR PHYSICAL ADDRESS, BOXHOLDER'S, POSTMARK



Our file number- 20065569©

CHIARI000136

14 LAFAYETTE SQUARE, SUITE 1440
BUFFALO, NY 14203

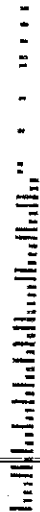
PERSONAL AND CONFIDENTIAL



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\$0.440
US POSTAGE
FIRST-CLASS
FROM 14203
APR 04 2011
stamps.com

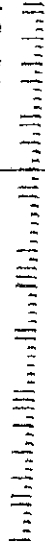


WILLIAM J. WAGNER Jr
1571 Eggert Road
Amherst NY 14226-3360



NIXIE 145 SE 1 00 04/11/11
RETURN TO SENDER
NOT DELIVERABLE
UNABLE TO ADDRESS
BC: 14203191455 *1119-10379-04-41

14203Q1914



CHIARI000137

CHIARI & ILECKI, LLP

ATTORNEYS AND COUNSELORS AT LAW

14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203

Phone: (716) 838-4300 Fax: (716) 204-9728

ssmith@chiari-ilecki.com

GERALD CHIARI
WILLIAM ILECKI
SARA BULSON
BARBARA RIDALL
SUZANNE M. SMITH
KEITH ROSEBORO
GIOVANNI GENOVESE, OF COUNSEL
MORRIS L. HORWITZ, OF COUNSEL
PAULA A. PETERS (1940-2010)

May 10, 2011

WILLIAM J. WAGNER Jr.
102 Reiman St. Fl 2
Buffalo, NY 14206

RE: Claim of M.J. PETERSON, LLC

Dear Mr. Wagner:

Please find the enclosed Notice pursuant to CPLR 5222. The current Judgment balance as of May 10, 2011 is \$2,084.28. Note- because of interest or other charges that may vary from day to day, the amount due on the day you pay may be greater. If you pay the amount shown above, an adjustment may be necessary after we receive the payment, in which event we will inform you. For further information, please contact this office.

This is an attempt to collect a debt by a debt collector, and any information obtained will be used for that purpose.

Very truly yours,

CHIARI & ILECKI, LLP

SUZANNE M. SMITH

Enclosure

Our file number- 20065569©

CHIARI000138

NOTICE TO JUDGMENT DEBTOR OR OBLIGOR

Money or property belonging to you may have been taken or held in order to satisfy a judgment or order which has been entered against you. Read this carefully.

YOU MAY BE ABLE TO GET YOUR MONEY BACK

State and federal laws prevent certain money or property from being taken to satisfy judgments or orders. Such money or property is said to be "exempt". The following is a partial list of money which may be exempt:

-
1. Supplemental security income, (SSI);
 2. Social security;
 3. Public assistance (welfare);
 4. Spousal support, maintenance (alimony) or child support;
 5. Unemployment benefits;
 6. Disability benefits;
 7. Workers' compensation benefits;
 8. Public or private pensions;
 9. Veterans benefits;
 10. Ninety percent of your wages or salary earned in the last sixty days;
 11. Twenty-five hundred dollars of any bank account containing statutorily exempt payments that were deposited electronically or by direct deposit within the last forty-five days, including, but not limited to, your social security, supplemental security income, veterans benefits, public assistance, workers' compensation, unemployment insurance, public or private pensions, railroad retirement benefits, black lung benefits, or child support payments;
 12. Railroad retirement; and
 13. Black lung benefits.

If you think that any of your money that has been taken or held is exempt, you must act promptly because the money may be applied to the judgment or order. If you claim that any of your money that has been taken or held is exempt, you may contact the person sending this notice.

Also, YOU MAY CONSULT AN ATTORNEY, INCLUDING ANY FREE LEGAL SERVICES ORGANIZATION IF YOU QUALIFY. You can also go to court without an attorney to get your money back. Bring this notice with you when you go. You

are allowed to try to prove to a judge that your money is exempt from collection under New York civil practice law and rules, sections fifty-two hundred twenty-two-a, fifty-two hundred thirty-nine and fifty-two hundred forty. If you do not have a lawyer, the clerk of the court may give you forms to help you prove your account contains exempt money that the creditor cannot collect. The law (New York civil practice law and rules, article four and sections fifty-two hundred thirty-nine and fifty-two hundred forty) provides a procedure for determination of a claim to an exemption.

~~This is an attempt to collect a debt by a debt collector, and any information obtained will be used for that purpose.~~

CHIARI & ILECKI, LLP
Attorneys at Law

14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203

Phone: (716) 838-4300 Fax: (716) 204-9728

Our file number- 20065569©

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC,
Plaintiff-Judgment-Creditor,

vs.

WILLIAM J. WAGNER Jr.,
Defendant(s)-Judgment-Debtor(s).

INFORMATION SUBPOENA
WITH RESTRAINING NOTICE

Index No. B98134

ASSIGNED JUDGE:

Hon.

RE: WILLIAM J. WAGNER Jr., 102 Reiman St. Fl 2, Buffalo, NY 14206

THE PEOPLE OF THE STATE OF NEW YORK

TO:

WILLIAM J. WAGNER Jr.
102 Reiman St. Fl 2
Buffalo, NY 14206

WHEREAS, in the above-captioned action between the parties listed above, a Judgment was entered on **May 10, 2006** in Buffalo City Court, in favor of said Judgment-Creditor and against said Judgment Debtor(s) in the amount of \$1,437.15, of which \$2,084.28 remains due, plus interest at 9.00% from May 10, 2011.

NOW, THEREFORE WE COMMAND YOU, that you answer in writing under oath, separately and fully, each question in the questionnaire accompanying this Subpoena, each answer referring to the question to which it responds; and that you return the answers together with the original of the questions within seven (7) days after your receipt of the questions and this Subpoena.

TAKE FURTHER NOTICE that pursuant to subdivision (b) of §5222 of the Civil Practice Law and Rules, which is set forth herein, you are hereby forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt, except as therein provided. This is an attempt to collect a debt by a debt collector, and any information obtained will be used for that purpose.

CIVIL PRACTICE LAW AND RULES

Section 5222(b) - Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to

CHIARI000141

believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into the possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or ~~otherwise dispose of any such debt, to any person other than the sheriff or the support~~ collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

TAKE FURTHER NOTICE THAT DISOBEDIENCE OF THIS RESTRAINING NOTICE OR FALSE SWEARING OR FAILURE TO COMPLY WITH THIS SUBPOENA MAY SUBJECT YOU TO FINE AND IMPRISONMENT FOR CONTEMPT OF COURT. NON-COMPLIANCE WITH THE INFORMATION SUBPOENA SHALL FIRST SUBJECT YOU TO THE PENALTIES UNDER CPLR 2308(b).

Dated: May 10, 2011

SUZANNE M. SMITH

Attorney for Judgment-Creditor
14 LAFAYETTE SQ STE 1440
BUFFALO, NY 14203
Phone: (716) 838-4300
Fax: (716) 204-9728

Our file number-20065569 ©

CHIARI000142

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC,
Plaintiff-Judgment-Creditor,

vs.

WILLIAM J. WAGNER Jr.,
Defendant(s)-Judgment-Debtor(s).

QUESTIONNAIRE

Index No. B98134

ASSIGNED JUDGE:

Hon.

STATE OF)
COUNTY OF) SS.:

_____, being duly sworn, deposes and says:

1. Where do you live (provide physical residence address) and with whom?

A.

2. Do you own your home/residence or do you rent?

A.

3. What is the bank/mortgagee's or landlord's name and address?

A.

4. How much is the rent/mortgage?

A.

5. For how long have you lived in the premises you now occupy?

A.

6. What is your occupation or profession?

A.

7. Are you engaged in business as an individual, partnership or corporate form? Describe and give name.

A.

8. If employed, give your employer's name and address.

A.

9. For how long have you worked with your present employer or business?

A.

10. What wages or salary do you receive per year?

A.

11. Are your wages or salary payable by check or in cash?

A.

12. Do you receive any bonus or fringe benefit other than your salary? If so, describe.

A.

13. Do you receive any income, rent, or any other payment from any other source, and if so, explain and provide name and address of payor or source?

A.

CHIARI000143

14. State the amount of income, rent, or any other payment have you received during each of the previous two years?

A.

15. What amount of government or other assistance have you received during each of these two years?

A.

16. Have you a bank, credit union, brokerage or other financial institution account? If so, where?

A.

17. Provide the names and addresses where you have any accounts.

A.

18. Have you closed any account within the preceding two years?

A.

19. If so, give name and address of financial institution and amount on deposit at time account closed.

A.

20. Are you married?

A.

21. What is your spouse's full name?

A.

22. Is your spouse employed?

A.

23. What is the name and address of the employer?

A.

24. What wages or salary does your spouse receive?

A.

25. How many children are living or supported by you, and what are their ages?

A.

26. Do you own an automobile, ATV, boat or other motor vehicle? If so, describe.

A.

27. Is it covered by any lien, conditional sales or other security agreement?

A.

28. Where do you keep the automobile, ATV or boat?

A.

29. Do you own any interest in real estate? If so, give details, including lienholder information.

A.

30. Have you transferred any interest in real estate or other property within the last 6 years? If so, give details.

A.

31. Do you own any stocks, bonds, mutual funds, other securities or life insurance? If so, describe.

A.

32. Do you have any property in pawn or bailment? If so, describe.

A.

33. Does anyone owe you money? If so, describe.

A.

34. Are you entitled to any Federal or State income tax refunds? If so, describe.

A.

35. Are you an officer, director or shareholder in any corporation? If so, describe.

A.

36. Are you a trustee, executor or administrator under any will, insurance policy or trust? If so, describe.

A.

37. Is any entity or person holding money or other property for you or on your behalf? If so, describe.

A.

38. Do you have any interest as beneficiary of any trust, life or other insurance, will or estate? If so, describe.

A.

39. Are there any other judgments against you? Describe Plaintiff, Court, date and amount of judgment.

A.

40. Is there any court order, income execution or wage assignment presently against your wages or has an installment payment order been granted directing you to make payments to any judgment creditor or other person? If so, explain fully.

A.

41. Do you receive any money from others to help support yourself? If so, describe.

A.

42. Are you or have you ever been a party to any lawsuit or civil action within the last 3 years? Describe.

A.

43. Have you been involved in any automobile accident, or injured through any person's fault? If so, give the date of the accident or injury, the name of the insurance company, and the name of your attorney, if any.

A.

44. Please state monthly amount you can offer to pay and date payments will commence. All payments to be made to CHIARI & ILECKI, LLP, 14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203, and are subject to periodic review/adjustment based upon financial circumstances.

Deponent is the recipient of an information subpoena herein, of the original and a copy of questions accompanying said subpoena and a prepaid self-addressed return envelope. Deponent has completely and truthfully answered each question herein. **(NOTE: Must be signed before Notary Public).**

Sworn to before me this _____
day of _____, 200__.

NOTARY PUBLIC

Our file number-20065569 ©

CHIARI000145

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC,
Plaintiff-Judgment-Creditor,

vs.

WILLIAM J. WAGNER Jr.,
Defendant(s)-Judgment-Debtor(s).

QUESTIONNAIRE

Index No. B98134

ASSIGNED JUDGE:

Hon.

STATE OF _____)
COUNTY OF _____) SS. _____

_____, being duly sworn, deposes and says:

1. Where do you live (provide physical residence address) and with whom?

A.

2. Do you own your home/residence or do you rent?

A.

3. What is the bank/mortgagee's or landlord's name and address?

A.

4. How much is the rent/mortgage?

A.

5. For how long have you lived in the premises you now occupy?

A.

6. What is your occupation or profession?

A.

7. Are you engaged in business as an individual, partnership or corporate form? Describe and give name.

A.

8. If employed, give your employer's name and address.

A.

9. For how long have you worked with your present employer or business?

A.

10. What wages or salary do you receive per year?

A.

11. Are your wages or salary payable by check or in cash?

A.

12. Do you receive any bonus or fringe benefit other than your salary? If so, describe.

A.

13. Do you receive any income, rent, or any other payment from any other source, and if so, explain and provide name and address of payor or source?

A.

14. State the amount of income, rent, or any other payment have you received during each of the previous two years?

A.

CHIARI000146

15. What amount of government or other assistance have you received during each of these two years?

A.

16. Have you a bank, credit union, brokerage or other financial institution account? If so, where?

A.

17. Provide the names and addresses where you have any accounts.

A.

18. Have you closed any account within the preceding two years?

A.

19. If so, give name and address of financial institution and amount on deposit at time account closed.

A.

20. Are you married?

A.

21. What is your spouse's full name?

A.

22. Is your spouse employed?

A.

23. What is the name and address of the employer?

A.

24. What wages or salary does your spouse receive?

A.

25. How many children are living or supported by you, and what are their ages?

A.

26. Do you own an automobile, ATV, boat or other motor vehicle? If so, describe.

A.

27. Is it covered by any lien, conditional sales or other security agreement?

A.

28. Where do you keep the automobile, ATV or boat?

A.

29. Do you own any interest in real estate? If so, give details, including lienholder information.

A.

30. Have you transferred any interest in real estate or other property within the last 6 years? If so, give details.

A.

31. Do you own any stocks, bonds, mutual funds, other securities or life insurance? If so, describe.

A.

32. Do you have any property in pawn or bailment? If so, describe.

A.

33. Does anyone owe you money? If so, describe.

A.

34. Are you entitled to any Federal or State income tax refunds? If so, describe.

A.

35. Are you an officer, director or shareholder in any corporation? If so, describe.

A.

36. Are you a trustee, executor or administrator under any will, insurance policy or trust? If so, describe.

A.

37. Is any entity or person holding money or other property for you or on your behalf? If so, describe.

A.

38. Do you have any interest as beneficiary of any trust, life or other insurance, will or estate? If so, describe.

A.

39. Are there any other judgments against you? Describe Plaintiff, Court, date and amount of judgment.

A.

~~40. Is there any court order, income execution or wage assignment presently against your wages or has an installment payment order been granted directing you to make payments to any judgment creditor or other person? If so, explain fully.~~

~~A.~~

41. Do you receive any money from others to help support yourself? If so, describe.

A.

42. Are you or have you ever been a party to any lawsuit or civil action within the last 3 years? Describe.

A.

43. Have you been involved in any automobile accident, or injured through any person's fault? If so, give the date of the accident or injury, the name of the insurance company, and the name of your attorney, if any.

A.

44. Please state monthly amount you can offer to pay and date payments will commence. All payments to be made to CHIARI & ILECKI, LLP, 14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203, and are subject to periodic review/adjustment based upon financial circumstances.

Deponent is the recipient of an information subpoena herein, of the original and a copy of questions accompanying said subpoena and a prepaid self-addressed return envelope. Deponent has completely and truthfully answered each question herein. (NOTE: Must be signed before Notary Public).

Sworn to before me this _____
day of _____, 200__.

NOTARY PUBLIC

Our file number- 20065569©

CHIARI000148

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC

Plaintiff,

vs.

AFFIDAVIT OF SERVICE

Index No. B98134

WILLIAM J. WAGNER Jr.

Defendant(s).

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

Amanda Proetzer, swears under penalty of perjury that I am over the age of 18 years, and not a party to this action, and I mailed a copy of the INFORMATION SUBPOENA, together with a copy and original of written questions, with a prepaid self-addressed return envelope, on the Defendant(s), WILLIAM J. WAGNER Jr., 102 Reiman St. Fl 2, Buffalo, NY 14206, on May 10, 2011, by certified mail, return receipt requested, addressed to the said Defendant(s) at the above-respective addresses.

Amanda Proetzer

Sworn to before
May 10, 2011

Sally G. Pralow
NOTARY PUBLIC

Our file number- 20065589©

SALLY G. PRALOW
Notary Public, State of New York
Qualified in Erie Co., No. 0174328300
My Commission Expires Sept. 30, 2014

CHIARI000149

062S0005077935



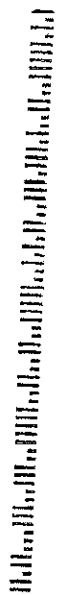
\$5.990
US POSTAGE
FIRST-CLASS
FROM 14203
MAY 12 2011
stamps.com



7010 1870 0001 8512 5943

14 LAFAYETTE SQUARE STE 1440
BUFFALO NY 14203

PERSONAL AND CONFIDENTIAL



WILLIAM J. WAGNER Jr
102 Reiman St. Fl 2
Buffalo NY 14206-1141



CHIARI000150

14 LAFAYETTE SQUARE STE 1440
BUFFALO NY 14203

PERSONAL AND CONFIDENTIAL



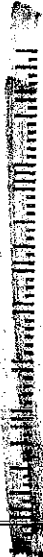
7010 1670 0001 8512 5943



062S0005077935
\$5.99
US POSTAGE
FIRST-CLASS
FROM 14203
MAY 12 2011
stamps.com



WILLIAM J. WAGNER Jr
102 Reiman St. Fl 2
Buffalo NY 14206-1141



MAY 27 2011

RECEIVED

CHIARI000151

STATE OF NEW YORK
COUNTY OF ERIE : BUFFALO CITY COURT

M.J. PETERSON, LLC,
Plaintiff-Judgment-Creditor,

vs.

WILLIAM J. WAGNER Jr.,
Defendant(s)-Judgment-Debtor(s).

SUBPOENA DUCES TECUM
WITH RESTRAINING NOTICE

Index No. B98134

ASSIGNED JUDGE:

Hon.

RE: WILLIAM J. WAGNER Jr., 102 Reiman St. Fl 2, Buffalo, NY 14206
THE PEOPLE OF THE STATE OF NEW YORK

TO: WILLIAM J. WAGNER Jr.

WHEREAS, in the above-captioned action between the parties listed above, a Judgment was entered on **May 10, 2006** in Buffalo City Court, in favor of said Judgment-Creditor and against said Judgment Debtor(s) in the amount of \$1,437.15, of which \$2,097.75 remains due, plus interest at 9.00% from June 17, 2011.

NOW, THEREFORE WE COMMAND YOU, appear and attend before a person authorized by the laws of the state of New York to administer oaths, at:

14 LAFAYETTE SQ STE 1440
BUFFALO, NY 14203
ON August 9, 2011 at 2:00 PM ,

and at any recessed or adjourned date for the taking of a deposition under oath upon oral or written questions on all matters relevant to the satisfaction of such judgment; **AND WE FURTHER COMMAND YOU** to produce for examination at such time and place the following books, papers and records: **any and all bank statements, payroll records, payroll stubs, payroll receipts; copies of any loans, mortgages, notes, etc.,** and all other books, papers and records in your possession or control which have or may contain information concerning the Judgment-Debtor(s)' property, income or other means relevant to the satisfaction of the judgment, INCLUDING, BUT NOT LIMITED TO ALL DOCUMENTS REFERENCED IN SCHEDULE A (ATTACHED).

TAKE FURTHER NOTICE that pursuant to subdivision (b) of §5222 of the Civil Practice Law and Rules, which is set forth herein, you are hereby forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt, except as therein provided.

CIVIL PRACTICE LAW AND RULES

Section 5222(b) - Effect of restraint; prohibition of transfer; duration. A judgment debtor

CHIARI000152

or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into the possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

**TAKE FURTHER NOTICE THAT DISOBEDIENCE OF THIS RESTRAINING NOTICE
OR FALSE SWEARING OR FAILURE TO COMPLY WITH THIS SUBPOENA MAY
SUBJECT YOU TO FINE AND IMPRISONMENT FOR CONTEMPT OF COURT.**

This subpoena or process (as the case may be) requires your personal appearance at the time and place specified. Failure to appear may subject you to the fine and imprisonment for contempt of court.

Dated: June 17, 2011

SUZANNE M. SMITH
CHIARI & ILECKI, LLP
Attorney(s) for Judgment-Creditor
14 LAFAYETTE SQ STE 1440
BUFFALO, NY 14203
Phone: (716) 838-4300
Fax: (716) 204-9728

SCHEDULE A

FOR THE PERIOD FROM 6 YEARS PRIOR TO THE DEPOSITION DATE TO SAID DEPOSITION DATE RELATIVE TO ANY DEFENDANT:

1. All savings bank books, records, accounts and memoranda, current as well as those that may have been cancelled or closed, whether in Defendant's name individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons, including but not limited to deposit slips, withdrawal slips, and money order or bank check stubs;
2. All records, papers and memoranda concerning all checking accounts in Defendant's name individually, jointly, in trust, as custodian, as nominee or in conjunction with any other person or persons, including checkbooks, checkbook stubs, statements, cancelled checks and deposit slips, whether said accounts are current or may have been closed;
3. All stock certificates, bonds or other securities in Defendant's name individually, jointly, in trust, as custodian, as nominee or in conjunction with any other person or persons, or which may be held in account individually or in conjunction with any other person or persons in any corporation, domestic and foreign, or issued by the federal government or by any state, municipal or other governmental agency;
4. All books, records, accounts, monthly statements, statements of transactions and all other papers and memoranda of stock brokerage accounts in Defendant's name individually, jointly, in trust, as custodian, as nominee or in conjunction with any other person or persons;
5. All personal financial statements prepared on behalf of Defendant and all credit applications;
6. Copies of all Defendant(s)' federal, state and city income tax returns together with the schedules, amendments and worksheets thereof and all other papers, documents and memoranda referring to any adjustments made in connection therewith, together with all 1099, W-2 and K-1 forms;
7. Any and all contracts for the rental and/or lease of safe deposit boxes or vaults by Defendant(s);
8. Any and all rental leases, and deeds or conveyances of real property in Defendant's name individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts are current or may have been closed, together with any documentation relative to mortgages, real property taxes and other expenses and repairs relative to any real property in which Defendant may have an interest or had an interest within 6 years prior to the commencement of this action;
9. Copies of all corporate books, federal and state income tax returns together with the schedules and worksheets thereof and all other papers, documents and memoranda relative to any corporation in which Defendant was or is the owner of any stock;
10. Any records relative to transfers of personal property by Defendant(s) in excess of \$500;
11. Any and all records, documents, papers and memoranda, including pay stubs, pertaining to monies received and/or being presently received from all sources by Defendant(s);
12. Any and all policies of insurance including but not limited to theft, floater, liability, health and accident and automobile, and all records showing payments for premiums therefore;
13. All records of Defendant(s)' membership in and contributions to any charity or any other organizations or associations including private or professional clubs or associations;
14. Records of all credit card charges, or any other indebtedness incurred by Defendant;
15. Any and all records, vouchers, documents, papers, or memoranda pertaining to monies, benefits or reimbursement, whether already paid, payable or due to Defendant for salaries, drawings, wages, travel and entertainment, automobile use or expense, dividends, bonuses, sick pay, pensions or other retirement accounts, annuities, welfare benefits, profit sharing, stock options; and
16. Any documents pertaining to any educational degrees or professional licenses of Defendant.
17. Any other records relative to Defendant's assets, liabilities and expenses.

Our file number-20065589 ©

CHIARI000154

CHIARI & ILECKI, LLP

ATTORNEYS AND COUNSELORS AT LAW

14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203

Phone: (716) 838-4300 Fax: (716) 204-9728
ssmith@chiari-ilecki.com

GERALD CHIARI
WILLIAM ILECKI
SARA BULSON
BARBARA RIDALL
SUZANNE M. SMITH
KEITH ROSEBORO
GIOVANNI GENOVESE, OF COUNSEL
MORRIS L. HORWITZ, OF COUNSEL
PAUL A. PETERS (1940-2010)

June 27, 2011

Action Services & Research, Inc.
25 Falconer Street, Suite. 2
North Tonawanda NY 14120-
Attn: Michael J. Palczynski

RE: M.J. PETERSON, LLC v. WILLIAM J. WAGNER Jr.; Index No- B98134
Residence- 102 Reiman St. Fl 2, Buffalo, NY 14206;
Date of Birth: 7/15/1958

Dear Mr. Palczynski:

Enclosed please find copies of a Subpoena Duces Tecum for service upon the above individual(s)/entity(s). Please serve by personal delivery; serve person of suitable age and discretion at home/employer with mailing; or affix to door and mail (include 4 attempts over 2-week period, including at least 1 of each- weekday morning and afternoon, and a Saturday).

Please ensure to include the physical description of the individual, if any, that received the papers.

Thank you for your prompt attention to this matter.

Very truly yours,

CHIARI & ILECKI, LLP

AMANDA ROETZER

Enclosure

Our file number- 20065569@

CHIARI000155

AFFIDAVIT OF DUE DILIGENCE

State of: New York
Court: Buffalo, City

County of Erie
Index #: B98134
Date Purchased:

Plaintiff/Petitioner:
M.J. Peterson, LLC

Defendant/Respondent: vs
William J. Wagner Jr.

State of: NY
County of: Niagara

John M. Celano being duly sworn, deposes and says: that deponent is not a party to this action,
is over 18 years of age and resides at: Getzville, NY
that on: 7/2/2011 at: 2:07pm at: 102 Reiman Street, Floor 2, Buffalo, NY 14206
deponent DID NOT serve the within:

Subpoena Duces Tecum With Restraining Notice

Return Date if any: 8/9/2011

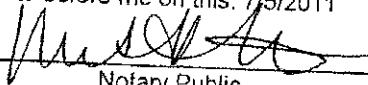
ON: William J. Wagner Jr.

NON-SERVICE ☒ After due search, careful diligent attempts, I have been unable to effect process
upon the Defendant being served because of the following:

Per current occupant Mr. Droieski, defendant moved out in May of 2010.


PREVIOUS ☒ Deponent was unable, with due diligence to find the Defendant having called therat:
ATTEMPTS

Sworn to before me on this: 7/5/2011


Notary Public

Nickie S. Hamilton
Notary Public, State of New York
Qualified in Niagara Co.
My Commission Expires
March 31st, 2012

201106746


Print name below signature
John M. Celano

Client File#: 20065569

CHIARI000156

CHIARI & ILECKI, LLP

ATTORNEYS AND COUNSELORS AT LAW

14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203

Phone: (716) 838-4300 Fax: (716) 204-9728

GERALD CHIARI
WILLIAM ILECKI
SARA BULSON
BARBARA RIDALL
SUZANNE M. SMITH
KEITH ROSEBORO
GIOVANNI GENOVESE, OF COUNSEL
MORRIS L. HORWITZ, OF COUNSEL
PAUL A. PETERS (1940-2010)

July 13, 2011

Postmaster
Buffalo NY 14226-

REQUEST FOR BOXHOLDER/CHANGE OF ADDRESS OR PHYSICAL ADDRESS INFORMATION

Please furnish the name, street address and/or forwarding order of the following.

NAME: WILLIAM J. WAGNER Jr.
Address: 1571 Eggert Road, Buffalo, NY 14226

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). The Fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.:

- 1) Capacity of requester (e.g., process server, attorney): Attorney
- 2) Statute or regulation that empowers me to serve process (not required when requester is an attorney): _____
- 3) The names of all known parties to the litigation: M.J. PETERSON, LLC, WILLIAM J. WAGNER Jr.
- 4) The court in which the case has been or will be heard: Buffalo City Court
- 5) The docket or other identifying number, if issued: B98134B98134
- 6) The capacity in which the boxholder is to be served: Defendant(s)
- 7) A brief description of the nature of the litigation: Debt collection.

WARNING

~~THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. §1001).~~

I certify that the above information is true and that the name and/or street address of the boxholder is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Suzanne M. Smith, ESQ., 14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203

FOR POST OFFICE USE ONLY

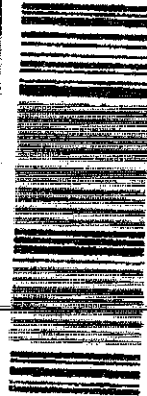
- ___ No change of address order on file NEW OR PHYSICAL ADDRESS, BOXHOLDER'S, POSTMARK
- ___ Not known at address given. _____
- ___ Moved, left no forwarding address. _____

Our file number- 20065569©

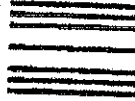
CHIARI000157

14 LAFAYETTE SQ. STE 1440
BUFFALO, NY 14203-1914
Personal & Confidential

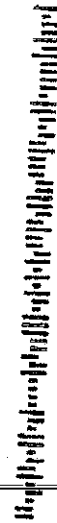
CERTIFIED MAIL



7014 2120 0001 9660 5798



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\$6.90
US POSTAGE
FIRST-CLASS
FROM 14203
FEB 10 2015
stamps.com



WILLIAM J. WAGNER Jr
5419 Roberts Rd.
Hamburg NY 14075-5728

CHIARI000158

Melissa Overbeck

From: Karen Sandford
Sent: Thursday, February 12, 2015 10:38 AM
To: Melissa Overbeck
Subject: William Wagner--#20065569

A William Wagner called office who lives at the Roberts Rd address, claims not him. Gave me last 2 numbers of his SS# and didn't match with what we have.

Karen Sandford
Chiari & Ilecki, LLP
14 Lafayette Square
Suite 1440
Buffalo, NY 14203
(716) 838-4300

Karen Sandford

From: Karen Sandford

Sent: Thursday, February 12, 2015 10:38 AM

To: Melissa Overbeck

Subject: William Wagner--#20065569

A William Wagner called office who lives at the Roberts Rd address, claims not him. Gave me last 2 numbers of his SS# and didn't match with what we have.

Karen Sandford
Chiari & Ilecki, LLP
14 Lafayette Square
Suite 1440
Buffalo, NY 14203
(716) 838-4300

4/25/2016

CHIARI000160

AFFIDAVIT OF SERVICE PERSONAL DELIVERY

State of: New York
Court: Supreme

County of: Erie
Index #: B98134
Date Purchased:

Plaintiff/Petitioner:

M.J. Peterson, LLC

Defendant/Respondent:

vs.

William J. Wagner Jr.

State of: NY
County of: Niagara

John M. Celano, being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides at: Getzville, NY

that on: 6/17/2015 at: 2:08pm at: 5419 Roberts Road, Hamburg, NY 14075
deponent served the within:

Subpoena Duces Tecum with Restraining Notice

*

* Return Date if any: 7/7/2015

ON: William J. Wagner Jr.

INDIVIDUAL

☒

By delivering a true copy of each to said Defendant personally, deponent knew the person to be the person described as said person therein. Location is the Dwelling house.

DESCRIPTION

☒

SEX: Male, SKIN COLOR: White, AGE: 51 - 65 Yrs., HEIGHT: 5'4" - 5'8",
HAIR COLOR: Gray, WEIGHT: 161 - 200 Lbs.,
Other identifying features:

Glasses, Defendant stated he was William Wagner, not the one we wanted. I asked him how old he was, he is 65 years old. He could have been what the dob listed: 7/15/1958.

WITNESS FEE

☐

\$ the authorizing traveling expenses and one day's witness fee was paid(tendered) to the Defendant.

MILITARY
SERVICE

☒

Deponent asked the Defendant if they were presently in the military service of the United States Government or on active duty in the military service in the State of New York and was informed he/she was not.

Sworn to before me on this: 6/23/2015

Chelsey Wooten

Notary Public

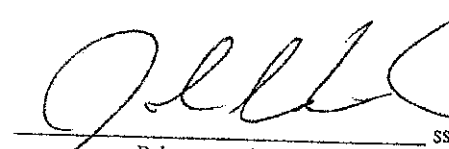
CHELSEY WOOTEN

Notary Public, State of New York

No. 01WO6260664

Qualified in Niagara County

Commission Expires April 30, 2016



Print name below signature

John M. Celano

201504072

Client File#: 20065569

CHIARI000162

Transmission Report

Date/Time
Local ID 106-29-2015
1111

10:33:27 a.m.

Transmit Header Text
Local Name 1

XEROX

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"

CHIARI & ILECKI, LLP
ATTORNEYS AND COUNSELORS AT LAW
14 LAFAYETTE SQ STE 1440, BUFFALO, NY 14203
Phone: (716) 838-4300 Fax: (716) 264-2728
moverbeck@chiari-ilecki.com

June 29, 2015

FACSIMILE TRANSMISSION COVER SHEET

CONFIDENTIALITY NOTICE

THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE PARTY TO WHOM IT IS ADDRESSED. IF THE READER OF THIS TRANSMISSION IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR. ANY REVIEW, DISSEMINATION, COPYING, OR DISCLOSURE OR THE TAKING OF ANY ACTION IN RELIANCE ON ITS CONTENTS BY ANYONE OTHER THAN THE ADDRESSEE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE TELEPHONE THIS OFFICE IMMEDIATELY TO ARRANGE FOR ITS RETURN. THANK YOU FOR YOUR COOPERATION.

(X) If checked, NO hard copy to follow.

FROM: Melissa Overbeck Esq

TO: Seth Andrews Esq

FAX NUMBER: 332-1884

Number of Pages (with cover): 1

Subject: M.J. PETERSON, LLC v. WILLIAM J. WAGNER Jr.

Message:

Pursuant to our telephone conversation, please have this facsimile confirm that my office will agree to a general adjournment of the Subpoena Duces Tecum currently scheduled for July 7, 2015, pending the resolution of any alleged identity issues.

This communication is from a debt collector. The debt collector is attempting to collect a debt, and any information obtained will be used for that purpose.

Our file number: 200655699

Total Pages Scanned : 1

Total Pages Confirmed : 1

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	246	716 564 3291	10:32:39 a.m. 06-29-2015	00:00:12	1/1	1	EC	HS	CP28800

Abbreviations:

HS: Host send
HR: Host receive
WS: Waiting send

PL: Polled local
PR: Polled remote
MS: Mailbox save

MP: Mailbox print
RP: Report
FF: Fax Forward

CP: Completed
FA: Fail
TU: Terminated by user

TS: Terminated by system
G3: Group 3
EC: Error Correct

CHIARI000163

Events_Sheet

Event User	Defendant	FileNo	Client Name	Event DoneDate	Description	Event Comment
Fran	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	9/12/2006	Correspondence/letter Review- credit report;	Rec'd balance of cost advance.
Sara	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	1/13/2007	LX; DMV	IS-signed green card 5/28/06
Sara	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	1/13/2007	Document	Letter to Debtor-New Attorney
Patti	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	7/29/2007	Document	Contempt Motion
Patti	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	7/29/2007	Document	Affidavit-Mail to Defendants-
Tina	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	8/9/2007	Correspondence/letter	xc of filed otsc
Tina	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	8/10/2007	Document	Letter to Server to serve- srv otsc
Patti	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	8/14/2007	Correspondence/letter	RCVD AFFVD ON NON SERVICE - DTR NO
Patti	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	8/14/2007	Document	LONGER LIVES THERE
Sara	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	9/17/2007	Invalid Address	Affidavit of Service
BarbaraR	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	2/3/2009	Credit Report	Prev: Address1: 378 Windermere Blvd. (Wagner, William J.)
BarbaraR	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	3/16/2009	LX; DMV Review- credit report;	or
BarbaraR	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	7/14/2009	LX; DMV Review- credit report;	nc
Jamie	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	3/19/2010	Credit Report	nc ordered new credit report
BarbaraR	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	9/5/2010	LX; DMV Review- credit report;	nc
Suzanne	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	4/4/2011	Document	Information Subpoena to Debtor
Suzanne	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	4/4/2011	Document	Letter to Debtor-Jmt Dbtr Notice
Amanda	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	4/7/2011	Correspondence/letter	IS returned -not deliverable as addy
Suzanne	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	4/7/2011	Document	Letter-Post Office-address request
Amanda	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	4/14/2011	Correspondence/letter	Jmt notice returned - not deliverable as addy
Patti	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	5/10/2011	Correspondence/letter	USPS - P.O box ltr returned - nop change of addy on file
Suzanne	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	5/10/2011	Invalid Address	Prev: Address1: 1571 Eggert Road (Wagner, William J.)
Suzanne	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	5/10/2011	Document	Letter to Debtor-Jmt Dbtr Notice 10-May-11
Suzanne	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	5/10/2011	Document	Information Subpoena to Debtor 10-May-11
Amanda	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	5/22/2011	Document	IS to debtor 5/10/11
Jamie	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	6/8/2011	Correspondence/letter	USPS-Returned IS-Unclaimed

Events_Sheet

Amanda	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	6/14/2011	Correspondence/letter	IS returned - unclaimed
Amanda	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	6/17/2011	Document	Subpoena to Take Deposition
Amanda	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	6/27/2011	Document	Letter to Server to serve- SDT
Antoinette	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	7/10/2011	Correspondence/letter	server-aff of due diligence of non service for SDT-def moved out in May 2010
Suzanne	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	7/13/2011	Invalid Address	Prev: Address1: 102 Reiman St. Fl 2 (Wagner, William J.)
Suzanne	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	7/13/2011	Document	Letter-Post Office-address request 13-Jul-11
BarbaraR	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	11/26/2011	LX; DMV	ix no new add
Missy	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	2/9/2015	Credit Report	Order C/R re: WILLIAM J. WAGNER Jr.
Missy	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	2/9/2015	Employment Search	Employment Search re: WILLIAM J. WAGNER Jr.
Missy	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	2/9/2015	Invalid Address	Prev: Address1: 1571 Eggert Road (Wagner, William J.)
Missy	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	2/9/2015	LX; DMV	Real-info: Dbrt owns 5419 Roberts Rd. w/ wife; LX - nothing current
Missy	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	2/9/2015	Attorney change	Atty chng from Barbara Ridall to Melissa Overbeck
Missy	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	2/9/2015	Document	Letter to Debtor-Jmt Dbrt Notice 9-Feb-15
Missy	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	2/9/2015	Document	Information Subpoena to Debtor 9-Feb-15
Karen	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	2/12/2015	Telephone Call	A William Wagner calls office, he lives at the Roberts Rd address, claims not him, he is not a Jr. Claims this has been rec stuff for last 6-7 yrs for D. Gave me last couple number of SS# (16) told him would note file and email atty. Emailed MO
Kristian	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	3/19/2015	Telephone Call	William Wagner co- says he is not dbrt says his DOB is in [REDACTED] 1950- very upset that he keeps getting ltrs from our office- adv him can send a copy of DL and SS# if he'd like- he says for us to just let WI know that he is not dbrt- adv we did email attny.
Tiera	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	5/11/2015	Correspondence/letter	usps-returns info sub- unclaimed
Antoinette	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	5/15/2015	Document	Subpoena to Take Deposition 15-May-15
Antoinette	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	5/15/2015	Document	Letter to Server to Serve-Action
Missy	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	6/5/2015	LX; DMV	Lx - looks like VWV, Sr. and WWV, Jr. live at same address - advised Action to be sure to serve correct dbrt

Events_Sheet

A William Wagner calls office, served with papers said not him and no Jr lives there. He doesn't even have a Jr in family. Told William per conversation with KB, he was to send in Drivers lic. And never received. D thought sent out. Claims we are (cont'd) harrasing him and he to contact his atty

Action--AOS--SDT--personal service

Original File Opened docs

Confirmed there is a William Wagner w/ SS# ending in 3918, dob [REDACTED] -50 living at Roberts Rd. Not our dbtr.

Prev. Address: 5419 Roberts Rd. (Wagner, William J.)

Pulled physical file - copy of lease, ledger, original pleadings - confirmed this dbtr's SS#

Karen	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	6/17/2015 Telephone Call
Karen	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	6/17/2015 Telephone Call
Karen	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	6/24/2015 Correspondence/letter
Missy	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	6/29/2015 Correspondence/letter
Missy	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	Review- credit report; 6/29/2015 LX; DMV
Missy	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	6/29/2015 Invalid Address
Missy	WAGNER, WILLIAM J., Jr.	20065569	M.J. PETERSON, LLC	Review- credit report; 6/29/2015 LX; DMV

TRANS UNION REPORT

Exact Match between SSN on input and SSN on file.

Personal Information Since 10/1/1986 FAD 2/3/2009		
Name	WAGNER, WILLIAM J JR	Reported
SSN	9006 DOB: 07/15/1958	
Address	356, HARTFORD, RD, AMHERST, NY, 14226	
Address	1571, EGGERT, RD, AMHERST, NY, 14226	
Address	378, WINDERMERE, BV, AMHERST, NY, 14226	7/1/2001 1/25/2007

Employment			
		Date Hired	Date Separated
Employer	ELECTRA GAS		
Employer	ELECTRIC GAS APPLIANCE		
			Reported 8/1/1989
			Reported 8/1/1989

Add-On Products Summary	
Product:	LOOK
Status:	Requested product delivered

No Credit Summary data for this subject

Public Records					
Reported/ \$Amount	ECOA/ Subscriber	Assets	Type/ Plaintiff/Attorney	Docket/ Paid	Court/ City, State
05/06 \$1437	I Z 04976065	\$0	Civil judgement Pliff: M J PETERSON CORP	B98134	County Court
05/06 \$1437	I Z 04976046	\$0	Civil judgement Pliff: MJ PETERSON CORP	Q1591109	County Court
01/07 \$4391	I Z 04976065	\$0	Civil judgement Pliff: UNIFUND CCR PARTNERS	G10093	Circuit Court

Docket#	Subscriber Information
B98134	BUFF CITY CT: 50 DELAWARE AVENUE, BUFFALO NY, 14202 - (716) 847-8200
Q1591109	ERIE CTY SUP: 25 DELAWARE AVE, GROUND F1, BUFFALO NY, 14202 - (716) 845-9301
G10093	BUFF CITY CT: 50 DELAWARE AVENUE, BUFFALO NY, 14202 - (716) 847-8200

Collection Accounts							
Firm/ID Code	Paid/ ECOA	Placed/ CLSD	VRFD/ CS(MOP)	SPLCD/ BAL	Acc#	Creditor Name	Remarks
UNIFUND 7001 11802 CONREY RD STE 200 CINCINNATI OH 45249 (888) 384-8134	I	04/06	01/09A O9B	3734 5165		U AT BUFFALO SUNY ST	Placed for collection
RCVL PER MNG Y 0269X003	I	04/08	12/08A O9B	452 452		11 T MOBILE USA	Placed for collection

10501 SE MAIN STRE SUITE #200 PORTLAND OR 97220 (503) 292-2077							
OVERTON RUSS Y 01QL2001 19 EXECUTIVE PARK CLIFTON PARK NY 12065 (518) 383-4000	I	08/06	08/08A 09B	435 435		MEDICAL	Placed for collection
AMER CRDT CO Y 064YG001 8865 SHERIDIAN DRI CLARENCE NY 14031 (716) 565-1111	I	09/07	11/07A 09B	767 767		MEDICAL	Placed for collection
CRD-PRT-ASSO Y 04326001 ONE GALLERIA TOWER 13355 NOEL ROAD S DALLAS TX 75240 (972) 991-3171	I	04/07	08/07A 09B	140 140		TIME WARNER CABLE	Placed for collection
AMER CRDT CO Y 064YG001 8865 SHERIDIAN DRI CLARENCE NY 14031 (716) 565-1111	I	01/07	03/07A 09B	881 881		MEDICAL	Placed for collection
AMER CRDT CO Y 064YG001 8865 SHERIDIAN DRI CLARENCE NY 14031 (716) 565-1111	I	02/06	04/06A 09B	303 303		MEDICAL	Placed for collection

Revolving Accounts

Revolving Accounts				Current Status			Hist Status				
Acc Name/Address	Rptd DLA ECOA	Opened Clsd/PD	High Limit	Pmt Term	\$Bal	\$Past Due	Mths	30	60	90	Rating
CHASE Subscriber: B 026QK001 Loan Type: Credit Card Remarks: Purchased by another lender	04/06A 11/04 I	12/01 03/05F	3753 1700		0						R9
BANK ONE CARD SERV 800 BROOKSEGE BLV WESTERVILLE OH 43081 (800) 945-2006											
GEMB/JCP Subscriber: B 0235058D Loan Type: Charge Account PO BOX 981402 EL PASO TX 79998 (800) 542-0800	01/09A 01/98 I	12/79	332 200		0		48 111111111111 111111111111				R1
GEMB/JCP Subscriber: B 0235058D Loan Type: Charge Account PO BOX 981402 EL PASO TX 79998 (800) 542-0800	01/09A I	01/98	0 200		0		48 111111111111 111111111111				R1
LNSCRFT/GEMB	01/09A 05/03	02/03 09/08C	590 1000		0		48 111111111111				R1

Subscriber: P 09992547 Loan Type: Charge Account Remarks: Canceled by credit grantor PO BOX 981439 EL PASO TX 79998 (866) 396-8254						111111111111	
CHASE Subscriber: B 026QK001 Loan Type: Credit Card Remarks: Closed BANK ONE CARD SERV 800 BROOKSEGE BLV WESTERVILLE OH 43081 (800) 945-2006	10/08A I	11/02 07/08C	0 9000		0	48 111111111111 111111111111	R1
SEARS/CBSB Subscriber: D 06256443 Loan Type: Charge Account Remarks: Closed 701 EAST 60TH ST N PO BOX 6241 SIOUX FALLS SD 57117 Phone# not provided	02/05A I	04/99 04/04C	0 4000		0	48 111111111111 111111111111	R1
ASSOC/CITI Subscriber: B 0282E021 Loan Type: Credit Card Remarks: Canceled by credit grantor CITI CREDIT BUREAU PO BOX 6497 SIOUX FALLS SD 57117 (800) 533-5600	12/04A 12/02 I	04/95 11/04C	0 6100		0	41 01 00 00 111111111111 111111111111	R1
ASSOC/CITI Subscriber: B 0282E021 Loan Type: Credit Card CITI CREDIT BUREAU PO BOX 6497 SIOUX FALLS SD 57117 (800) 533-5600	09/04A 04/02 I	05/99 04/02P	0 2500		0	38 111111111111 111111111111	R1
FST USA BK B Subscriber: B 07519027 Loan Type: Credit Card Remarks: Credit card lost or stolen PO BOX 8650 WILMINGTON DE 19899 Phone# not provided	04/04A 08/03 I	12/01 09/03C	1721 1700		0	23 111111111111 1111111111	R1
ASSOC/CITI Subscriber: B 0282E021 Loan Type: Credit Card Remarks: Credit card lost or stolen CITI CREDIT BUREAU PO BOX 6497 SIOUX FALLS SD 57117 (800) 533-5600	06/03A 12/02 I	04/95 09/02C	0 6100		0	38 111111111111 1111111111XX1	R1
ASSOC/CITI Subscriber: B 0282E021	06/03A 03/02 I	05/99 03/02C	0 5000		0	32 111111111111 11111111111X1	R1

Loan Type: Credit Card Remarks: Credit card lost or stolen CITI CREDIT BUREAU PO BOX 6497 SIOUX FALLS SD 57117 (800) 533-5600									
CHASE	11/02A 02/02 I	01/01 11/02C	1483 6000		0		29 XXXXXXXXXX111 111111111111		R1
Subscriber: B 026QK001 Loan Type: Credit Card Remarks: Account closed due to transfer BANK ONE CARD SERV 800 BROOKSEGE BLV WESTERVILLE OH 43081 (800) 945-2006									
BLAIR	10/00A 04/00 I	03/00 04/00P	100 100		0		06		R1
Subscriber: C 024LE003 Loan Type: Charge Account Remarks: Closed 220 HICKORY ST WARREN PA 16365 Phone# not provided									
Revolving Totals					\$0	\$0			

Overdraft/Reserve Accounts

Acc Name/Address	Rptd DLA ECOA	Opened Clsd/PD	High Limit	Current Status			Hist Status				Rating
				Pmt Term	\$Bal	\$Past Due	Mths	30	60	90	
KEYBANK NA Subscriber: B 0273Q515 Loan Type: Line of Credit Remarks: Transferred to recover P O BOX 94917 CLEVELAND OH 44101 (800) 982-1102	01/09A 04/05 I	05/96 11/05F	0 3000		1880	1880					C9
Overdraft/Reserve											
Totals					\$0	\$1,880					

Installment Accounts

Acc Name/Address	Rptd DLA ECOA	Opened Clsd/PD	High Limit	Current Status			Hist Status				Rating
				Pmt Term	\$Bal	\$Past Due	Mths	30	60	90	
KEYBANK NA Subscriber: B 0273Q515 Loan Type: Unsecured Remarks: Transferred to recover P O BOX 94917 CLEVELAND OH 44101 (800) 982-1102	01/09A 04/05 I	08/03 04/05F	6099	36MO	2675	2675					I9
KEY BANK	08/03A 08/03	05/03 08/03C	3599	170 24MO	0		04				I1

Inquiries					
Date	Name/Address	Code	MKT	Type Inq/Loan	Amount
02/03/09	BULAN,CHIARI	P PT00015623	YOU	I	
09/18/08	FAC 12395 FIRST AMERIC POWAY, CA 92064 (800) 637-2422	Z CO05635118	CAL	I	
04/17/08	WAMU PO BOX 9180 PLEASANTON, CA 94588 (800) 356-0011	B PR02893545	CAL	I	
08/17/07	BULAN,CHIARI	P PT00015623	YOU	I	
06/06/07	SHARIN&LIPSH 200 GARDEN CITY PL SUITE 506 GARDEN CITY, NY 11530 (516) 873-6600	Y NY00000249	EAS	I	
04/25/07	CDS/REVENUE 3700 PARK EAST STE BEACHWOOD, OH 44122 (216) 763-2100	Y CV00025818	CLV	I	
03/22/07	T-MOBILE 12920 SE 38TH STRE BELLEVUE, WA 98006 (800) 318-9270	U WA03747126	WAS	I	

END OF REPORT - TRANS UNION - 2/3/2009, 19:08:43 CT

TRANS UNION REPORT

Exact Match between SSN on input and SSN on file.

Personal Information Since 10/1/1986 FAD 4/2/2010		
Name	WAGNER, WILLIAM J JR	Reported
SSN	██████████9006 DOB: 07/15/1958	
Address	356, HARTFORD, RD, AMHERST, NY, 14226	
Address	1571, EGGERT, RD, AMHERST, NY, 14226	7/1/2001
Address	378, WINDERMERE, BV, AMHERST, NY, 14226	1/25/2007

Employment				
		Date Hired	Date Separated	
Employer	ELECTRA GAS			
Employer	ELECTRIC GAS APPLIANCE			Reported 8/1/1989
				Reported 8/1/1989

Add-On Products Summary	
Product:	Creditor Contact Information [LOOK]
Status:	Requested product delivered
Product:	Inquiry Analysis
Status:	Requested information cannot be scored or returned because data is suppressed or cannot be evaluated.

No Credit Summary data for this subject

Public Records					
Reported/ \$Amount	ECOA/ Subscriber	Assets	Type/ Plaintiff/Attorney	Docket/ Paid	Court/ City, State
05/06 \$1285	I Z 04976065	\$0	Civil judgement Pltff: M J PETERSON CORP	B98134	Circuit Court
05/06 \$1437	I Z 04976046	\$0	Civil judgement Pltff: MJ PETERSON CORP	Q1591109	County Court
01/07 \$4391	I Z 04976065	\$0	Civil judgement Pltff: UNIFUND CCR PARTNERS	G10093	Circuit Court
Docket#	Subscriber Information				
B98134	BUFF CITY CT : 50 DELAWARE AVENUE, BUFFALO NY, 14202 - (716) 847-8200				
Q1591109	ERIE CTY SUP : 25 DELAWARE AVE, GROUND F1, BUFFALO NY, 14202 - (716) 845-9301				
G10093	BUFF CITY CT : 50 DELAWARE AVENUE, BUFFALO NY, 14202 - (716) 847-8200				

Collection Accounts							
Firm/ID Code	Paid/ ECOA	Placed/ CLSD	VRFD/ CS(MOP)	\$PLCD/ BAL	Acc#	Creditor Name	Remarks
UNIFUND ██████████7001 11802 CONREY RD STE 200 CINCINNATI OH 45249	I	04/06	03/10A 09B	3734 5760		U AT BUFFALO SUNY ST	Placed for collection

CHIARI000172

(888) 384-8134 OVERTON RUSS 2001 19 EXECUTIVE PARK CLIFTON PARK NY 12065 (518) 383-4000	I	08/06	06/08A 09B	435 435		MEDICAL	Placed for collection
AMER CRDT CO G001 8865 SHERIDIAN DRI CLARENCE NY 14031 (716) 565-1111	I	09/07	11/07A 09B	767 767		MEDICAL	Placed for collection
CRD PRT ASSO G001 ONE GALLERIA TOWER 13355 NOEL ROAD-S DALLAS TX 75240 (972) 991-3171	I	04/07	08/07A 09B	140 140		TIME WARNER CABLE	Placed for collection
AMER CRDT CO YG001 8865 SHERIDIAN DRI CLARENCE NY 14031 (716) 565-1111	I	01/07	03/07A 09B	881 881		MEDICAL	Placed for collection
AMER CRDT CO G001 8865 SHERIDIAN DRI CLARENCE NY 14031 (716) 565-1111	I	02/06	04/06A 09B	303 303		MEDICAL	Placed for collection

Revolving Accounts

Revolving Accounts										
Acc Name/Address	Rptd DLA ECOA	Opened Cisd/PD	High Limit	Current Status			Hist Status			Rating
				Pmt Term	\$Bal	\$Past Due	Mths	30	60	
GEMB/JCP Subscriber: D 0235058D Loan Type: Charge Account PO BOX 981402 EL PASO TX 79998 (800) 542-0800	03/10A 01/98 I	12/79	332 124		0		48 111111111111 111111111111 111111111111 111111111111			R1
GEMB/JCP Subscriber: D 0235058D Loan Type: Charge Account PO BOX 981402 EL PASO TX 79998 (800) 542-0800	03/10A 01/98 I	01/98	0 124		0		48 111111111111 111111111111 111111111111 111111111111			R1
LNSCRFT/GEMB Subscriber: P 09992547 Loan Type: Charge Account Remarks: Canceled by credit grantor PO BOX 981439 EL PASO TX 79998 (866) 396-8254	03/10A 05/03 I	02/03 09/08C	590 1000		0		48 111111111111 111111111111 111111111111 111111111111			R1
CHASE Subscriber: B 026QK001 Loan Type: Credit Card Remarks: Closed BANK ONE CARD SERV 800 BROOKSEGE BLV	10/08A I	11/02 07/08C	0 9000		0		48 111111111111 111111111111 111111111111 111111111111			R1

WESTERVILLE OH 43081 (800) 945-2006								
SEARS/CBSD Subscriber: D 06256443 Loan Type: Charge Account Remarks: Closed 701 EAST 60TH ST N PO BOX 6241 SIOUX FALLS SD 57117 Phone# not provided	02/05A I	04/99 04/04C	0 4000		0		48 111111111111 111111111111 111111111111 111111111111	R1
ASSOC/CITI Subscriber: B 0282E021 Loan Type: Credit Card Remarks: Canceled by credit grantor CITI CREDIT BUREAU PO BOX 6497 SIOUX FALLS SD 57117 (800) 533-5600	12/04A 12/02 I	04/95 11/04C	0 6100		0		24 111111111111 111111111111	R1
ASSOC/CITI Subscriber: B 0282E021 Loan Type: Credit Card CITI CREDIT BUREAU PO BOX 6497 SIOUX FALLS SD 57117 (800) 533-5600	09/04A 04/02 I	05/99 04/02P	0 2500		0		38 111111111111 111111111111 111111111111 11	R1
FST USA BK B Subscriber: B 07519027 Loan Type: Credit Card Remarks: Credit card lost or stolen PO BOX 8650 WILMINGTON DE 19899 Phone# not provided	04/04A 08/03 I	12/01 09/03C	1721 1700		0		23 111111111111 1111111111	R1
ASSOC/CITI Subscriber: B 0282E021 Loan Type: Credit Card Remarks: Credit card lost or stolen CITI CREDIT BUREAU PO BOX 6497 SIOUX FALLS SD 57117 (800) 533-5600	06/03A 03/02 I	05/99 03/02C	0 5000		0		32 111111111111 111111111111X1 111111	R1
ASSOC/CITI Subscriber: B 0282E021 Loan Type: Credit Card Remarks: Credit card lost or stolen CITI CREDIT BUREAU PO BOX 6497 SIOUX FALLS SD 57117 (800) 533-5600	06/03A 12/02 I	04/95 09/02C	0 6100		0		38 111111111111 111111111111XX1 111111111111 11	R1
CHASE Subscriber: B 026QK001 Loan Type: Credit Card Remarks: Account closed due to transfer BANK ONE CARD SERV 800 BROOKSEGE BLV	11/02A 02/02 I	01/01 11/02C	1483 6000		0		29 XXXXXXXXXX111 111111111111 11111	R1

WESTERVILLE OH 43081 (800) 945-2006									
Revolving Totals					\$0	\$0			

Installment Accounts										
Acc Name/Address	Rptd DLA ECOA	Opened Clsd/PD	High Limit	Pmt Term	Current Status		Hist Status			
					\$Bal	\$Past Due	Mths	30	60	90
KEY BANK Subscriber: B 0278A011 Loan Type: Unsecured Remarks: Closed 86 S PEARL ST ALBANY NY 12207 (800) 999-0895	08/03A 08/03 I	05/03 08/03C	3599	170 24MO	0		04 1111			
Installment Totals					\$0	\$0				

Inquiries					
Date	Name/Address	Code	MKT	Type Inq/Loan	Amount
04/02/10	BULAN,CHIARI	P PT00015623	YOU	I	
02/03/09	BULAN,CHIARI	P PT00015623	YOU	I	
09/18/08	FAC 12395 FIRST AMERIC POWAY, CA 92064 (800) 637-2422	Z CO05635118	CAL	I	
04/17/08	WAMU PO BOX 9180 PLEASANTON, CA 94588 (800) 356-0011	B PR02893545	CAL	I	

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END OF REPORT - TRANS UNION - 4/2/2010, 16:10:29 CT

TRANS UNION REPORT

Exact Match between SSN on input and SSN on file.

Personal Information Since 10/1/1986 FAD 11/27/2011		
Name	WAGNER, WILLIAM J JR	Reported
SSN	9006 DOB: 07/15/1958	
Address	356, HARTFORD, RD, AMHERST, NY, 14226	
Address	1571, EGGERT, RD, AMHERST, NY, 14226	7/1/2001
Address	378, WINDERMERE, BV, AMHERST, NY, 14226	1/25/2007

Employment				
		Date Hired	Date Separated	
Employer	ELECTRA GAS			Reported 8/1/1989
Employer	ELECTRIC GAS APPLIANCE			Reported 8/1/1989

Add-On Products Summary	
Product:	Creditor Contact Information [LOOK]
Status:	Requested product delivered

No Credit Summary data for this subject

Public Records					
Reported/ \$Amount	ECOA/ Subscriber	Assets	Type/ Plaintiff/Attorney	Docket/ Paid	Court/ City, State
05/06 \$1437	I Z 04976046	\$0	Civil judgement Pliff: MJ PETERSON CORP	Q1591109	County Court
01/07 \$4391	I Z 04976066	\$0	Civil judgement Pliff: UNIFUND CCR PARTNERS	G10093	Circuit Court
Docket#	Subscriber Information				
Q1591109 G10093	ERIE CTY SUP : 25 DELAWARE AVE, GROUND F1, BUFFALO NY, 14202 - (716) 845-9301 BUFF CITY CT : 50 DELAWARE AVENUE, BUFFALO NY, 14202 - (716) 847-8200				

Collection Accounts							
Firm/ID Code	Paid/ ECOA	Placed/ CLSD	VRFD/ CS(MOP)	\$PLCD/ BAL	Acc#	Creditor Name	Remarks
AMER CRDT CO 3001 8865 SHERIDIAN DRI CLARENCE NY 14031 (716) 565-1111	I	09/07	11/07A O9B	767 767		MEDICAL	Placed for collection
CRD PRT ASSO 3001 ONE GALLERIA TOWER 13355 NOEL ROAD S DALLAS TX 75240 (972) 991-3171	I	04/07	08/07A O9B	140 140		TIME WARNER CABLE	Placed for collection
AMER CRDT CO		01/07	03/07A	881		MEDICAL	Placed for collection

G001 8865 SHERIDIAN DRI CLARENCE NY 14031 (716) 565-1111	I		O9B	881			
AMER CRDT CO G001 8865 SHERIDIAN DRI CLARENCE NY 14031 (716) 565-1111	I	02/06	04/06A O9B	303 303		MEDICAL	Placed for collection

Revolving Accounts											
Acc Name/Address	Rptd DLA ECOA	Opened Cisd/PD	High Limit	Current Status			Hist Status				Rating
				Pmt Term	\$Bal	\$Past Due	Mths	30	60	90	
GEGRB/JCP Subscriber: D 0235058D Loan Type: Charge Account PO BOX 965005 ORLANDO FL 32896 (800) 542-0800	11/11A 01/98 I	12/79	332 124		0		48 111111111111 111111111111 111111111111 111111111111				R1
GEGRB/JCP Subscriber: D 0235058D Loan Type: Charge Account PO BOX 965005 ORLANDO FL 32896 (800) 542-0800	11/11A I	01/98	0 124		0		48 111111111111 111111111111 111111111111 111111111111				R1
GEGRB/LENSCR Subscriber: P 09992547 Loan Type: Charge Account Remarks: Canceled by credit grantor C/O PO BOX 965036 ORLANDO FL 32896 (866) 396-8254	11/11A 05/03 I	02/03 09/08C	590 1000		0		48 111111111111 111111111111 111111111111 111111111111				R1
CHASE Subscriber: B 026QK001 Loan Type: Credit Card Remarks: Closed P.O. BOX 15298 WILMINGTON DE 19850 (800) 945-2006	10/08A I	11/02 07/08C	0 9000		0		48 111111111111 111111111111 111111111111 111111111111				R1
SEARS/CBNA Subscriber: D 06256443 Loan Type: Charge Account Remarks: Closed 701 EAST 60TH ST N PO BOX 8241 SIOUX FALLS SD 57117 Phone# not provided	02/05A I	04/99 04/04C	0 4000		0		48 111111111111 111111111111 111111111111 111111111111				R1
CITI Subscriber: B 0282E021 Loan Type: Credit Card Remarks: Canceled by credit grantor CITI CREDIT BUREAU PO BOX 6497	12/04A 12/02 I	04/95 11/04C	0 6100		0		24 111111111111 111111111111				R1

SIOUX FALLS SD 57117 (800) 533-5600								
CITI Subscriber: B 0282E021 Loan Type: Credit Card CITI CREDIT BUREAU PO BOX 6497 SIOUX FALLS SD 57117 (800) 533-5600	09/04A 04/02 I	05/99 04/02P	0 2500		0		38 111111111111 111111111111 111111111111 11	R1
FST USA BK B Subscriber: B 07519027 Loan Type: Credit Card Remarks: Credit card lost or stolen PO BOX 8650 WILMINGTON DE 19899 Phone# not provided	04/04A 08/03 I	12/01 09/03C	1721 1700		0		23 111111111111 1111111111	R1
CITI Subscriber: B 0282E021 Loan Type: Credit Card Remarks: Credit card lost or stolen CITI CREDIT BUREAU PO BOX 6497 SIOUX FALLS SD 57117 (800) 533-5600	06/03A 12/02 I	04/95 09/02C	0 6100		0		38 111111111111 1111111111XX1 111111111111 11	R1
CITI Subscriber: B 0282E021 Loan Type: Credit Card Remarks: Credit card lost or stolen CITI CREDIT BUREAU PO BOX 6497 SIOUX FALLS SD 57117 (800) 533-5600	06/03A 03/02 I	05/99 03/02C	0 5000		0		32 111111111111 11111111111X1 111111	R1
CHASE Subscriber: B 026QK001 Loan Type: Credit Card Remarks: Account closed due to transfer P.O. BOX 15298 WILMINGTON DE 19850 (800) 945-2006	11/02A 02/02 I	01/01 11/02C	1483 6000		0		29 XXXXXXXXXX111 111111111111 11111	R1
Revolving Totals				\$0	\$0			

Installment Accounts

Acc Name/Address	Rptd DLA ECOA	Opened Clsd/PD	High Limit	Current Status			Hist Status			Rating
				Pmt Term	\$Bal	\$Past Due	Mths	30	60	
KEY BANK Subscriber: B 0278A011 Loan Type: Unsecured Remarks: Closed 4910 TIEDEMAN ROAD CLIENT SERVICES OH CLEVELAND OH 44144	08/03A 08/03 I	05/03 08/03C	3599	170 24MO	0		04 1111			11

(800) 539-2968								
Installment Totals				\$0	\$0			

Inquiries					
Date	Name/Address	Code	MKT	Type Inq/Loan	Amount
11/27/11	CHIARI & IL	P PT00015623	YOU	I	
09/01/10	STEPHENS & M 7 STILES ROAD SALEM, NH 03079 (866) 201-0940	Y HV02061117	NEN	I	
04/02/10	CHIARI & IL	P PT00015623	YOU	I	

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END OF REPORT - TRANS UNION - 11/27/2011, 21:10:03 CT

TRANS UNION REPORT

Exact Match between SSN on input and SSN on file.

Personal Information Since 10/1/1986 FAD 2/12/2015		
Name	WAGNER, WILLIAM J JR	Reported
SSN	9006 DOB: 07/15/1958	
Address	356, HARTFORD, RD, AMHERST, NY, 14226	
Address	1571, EGGERT, RD, AMHERST, NY, 14226	7/1/2001
Address	378, WINDERMERE, BV, AMHERST, NY, 14226	1/25/2007

Employment				
		Date Hired	Date Separated	
Employer	ELECTRA GAS			Reported 8/1/1989
Employer	ELECTRIC GAS APPLIANCE			Reported 8/1/1989

Add-On Products Summary	
Product:	Creditor Contact Information [LOOK]
Status:	Requested product delivered

No Credit Summary data for this subject

Revolving Accounts										
Acc Name/Address	Rptd DLA ECOA	Opened Clsd/PD	High Limit	Current Status			Hist Status			Rating
				Pmt Term	\$Bal	\$Past Due	Mths	30	60	
SYNCB/JCP Subscriber: D 0235058D Loan Type: Charge Account Remarks: Closed PO BOX 965007 ORLANDO FL 32896 (866) 227-5213	01/15A 01/98 I	12/79 02/12C	332 124		0		48 111111111111 111111111111 111111111111			R1
SYNCB/JCP Subscriber: D 0235058D Loan Type: Charge Account Remarks: Closed PO BOX 965007 ORLANDO FL 32896 (866) 227-5213	01/15A I	01/98 03/12C	0 124		0		48 111111111111 111111111111 111111111111 111111111111			R1
CHASE Subscriber: B 026QK001 Loan Type: Credit Card Remarks: Closed P.O. BOX 15298 WILMINGTON DE 19850 (800) 432-3117	10/08A I	11/02 07/08C	0 9000		0		48 111111111111 111111111111 111111111111 111111111111			R1

Revolving Totals				\$0	\$0			
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END OF REPORT - TRANS UNION - 2/12/2015, 10:11:35 CT

1 OF 1 RECORD(S)

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Date:12/31/2015
 Report processed by:
 CHIARI & ILECKI (115ZHN)

Full Name	Address	County	Phone
WAGNER, WILLIAM J JR	1571 EGGERT RD BUFFALO, NY 14226-3360 ERIE COUNTY	ERIE	(716) 446-1580 (716) 836-0223

ADDITIONAL PERSONAL INFORMATION

SSN	DOB	Gender	LexID(sm)
██████-9006	██████ 1958 (Age:57)		002631855211

Subject Summary

Name Variations

- 1: WAGNER, BILL
- 2: WAGNER, WILLIAM JR
- 3: WAGNER, WILLIAM
- 4: WAGNER, WILLIAM J JR
- 5: WAGNER, WILLIAM J
- 6: WAGNER, WILLIAM T JR
- 7: WAGNER WILLIAM, J JR

SSNs Summary

No.	SSN	State Iss.	Date Iss.	Warnings
1:	083-52-9006	New York	1972-1974	

Most frequent SSN attributed to subject:

DOBs

Reported DOBs:

7/15/1959
 7/15/1958

Address Summary - 9 records found

No.	Address
1:	1571 EGGERT RD BUFFALO, NY 14226-3360 ERIE COUNTY
2:	356 HARTFORD RD BUFFALO, NY 14226-1734 ERIE COUNTY
3:	5419 ROBERTS RD HAMBURG, NY 14075-5728 ERIE COUNTY

No. Address

- 4: 340 MILITARY RD APT 2
BUFFALO, NY 14207-2219
ERIE COUNTY
- 5: 882 ENGLEWOOD AVE APT 4
BUFFALO, NY 14223-2337
ERIE COUNTY
- 6: 102 REIMAN ST APT 2
BUFFALO, NY 14206-1141
ERIE COUNTY
- 7: 438 IVYHURST RD N APT 4
BUFFALO, NY 14226-2436
ERIE COUNTY
- 8: 378 WINDERMERE BLVD
BUFFALO, NY 14226-2823
ERIE COUNTY
- 9: 89 MAFALDA DR
BUFFALO, NY 14215-2017
ERIE COUNTY

Address Details**1: 1571 EGGERT RD BUFFALO, NY 14226-3360****Address**

1571 EGGERT RD
BUFFALO, NY 14226-3360
ERIE COUNTY

Dates

11/2003 -
12/2015

Phone

(716) 446-
1580(716) 836-
0223

Census Data for Geographical Region

Median Head of Household Age: 39
Median Income: \$62,045
Median Home Value: \$109,797
Median Education: 14 years

Household Members

None Listed

Other Associates

None Listed

2: 356 HARTFORD RD BUFFALO, NY 14226-1734**Address**

356 HARTFORD RD
BUFFALO, NY 14226-1734
ERIE COUNTY

Dates

10/1986 -
10/2015

Phone

(716) 833-
2643(716) 833-
0783

Census Data for Geographical Region

Median Head of Household Age: 45
Median Income: \$58,994
Median Home Value: \$117,593
Median Education: 14 years

Household Members

BEATON, CAROL A
WAGNER, CONSTANCE M
WAGNER, WILLIAM J

Other Associates

None Listed

3: 5419 ROBERTS RD HAMBURG, NY 14075-5728**Address****Dates****Phone**

CHIARI000183

5419 ROBERTS RD
HAMBURG, NY 14075-5728
ERIE COUNTY

5/1985 - 4/2015 (716) 627-
3806(716) 833-
0783

Census Data for Geographical Region

Median Head of Household Age: 40
Median Income: \$102,196
Median Home Value: \$173,370
Median Education: 15 years

Household Members

WAGNER, ANDREW R
WAGNER, JULIA LEONA
WAGNER, WILLIAM G
WAGNER, WILLIAM J

Other Associates

None Listed

4: 340 MILITARY RD APT 2 BUFFALO, NY 14207-2219

Address

340 MILITARY RD APT 2
BUFFALO, NY 14207-2219
ERIE COUNTY

Dates

5/2006 - 5/2012

Phone

Census Data for Geographical Region

Median Head of Household Age: 25
Median Income: \$20,417
Median Home Value: \$31,221
Median Education: 12 years

Household Members

None Listed

Other Associates

None Listed

5: 882 ENGLEWOOD AVE APT 4 BUFFALO, NY 14223-2337

Address

882 ENGLEWOOD AVE APT 4
BUFFALO, NY 14223-2337
ERIE COUNTY

Dates

4/2005 - 3/2012

Phone

(716) 876-1231

Census Data for Geographical Region

Median Head of Household Age: 49
Median Income: \$70,151
Median Home Value: \$109,766
Median Education: 14 years

Household Members

None Listed

Other Associates

None Listed

6: 102 REIMAN ST APT 2 BUFFALO, NY 14206-1141

Address

102 REIMAN ST APT 2
BUFFALO, NY 14206-1141
ERIE COUNTY

Dates

9/2008 -
11/2010

Phone

Census Data for Geographical Region

Median Head of Household Age: 33
Median Income: \$51,447
Median Home Value: \$55,429
Median Education: 12 years

Household Members

None Listed

Other Associates

None Listed

7: 438 IVYHURST RD N APT 4 BUFFALO, NY 14226-2436**Address**

438 IVYHURST RD N APT 4
BUFFALO, NY 14226-2436
ERIE COUNTY

Dates

3/2007 - 7/2007

Phone**Census Data for Geographical Region**

Median Head of Household Age: 41
Median Income: \$62,632
Median Home Value: \$115,417
Median Education: 14 years

Household Members

None Listed

Other Associates

None Listed

8: 378 WINDERMERE BLVD BUFFALO, NY 14226-2823**Address**

378 WINDERMERE BLVD
BUFFALO, NY 14226-2823
ERIE COUNTY

Dates

11/2003 -
1/2007

Phone**Census Data for Geographical Region**

Median Head of Household Age: 25
Median Income: \$14,742
Median Home Value: \$96,829
Median Education: 12 years

Household Members

None Listed

Other Associates

None Listed

9: 89 MAFALDA DR BUFFALO, NY 14215-2017**Address**

89 MAFALDA DR
BUFFALO, NY 14215-2017
ERIE COUNTY

Dates

7/2001 - 1/2003

Phone

(716) 835-1730

Census Data for Geographical Region

Median Head of Household Age: 35
Median Income: \$62,264
Median Home Value: \$83,472
Median Education: 14 years

Household Members

None Listed

Other Associates

None Listed

Voter Registrations - 10 records found**1: New York Voter Registration****Registrant Information**

Name: WAGNER, WILLIAM J JR
Residential Address: 1571 EGGERT RD
AMHERST, NY 14226-3360
ERIE COUNTY

SSN: [REDACTED]-9006

Date of Birth: [REDACTED] 958

Voter Information

Registration Date: 2/18/1986
Last Vote Date: 11/4/2003
Party Affiliation: CONSERVATIVE
Active Status: ACTIVE

2: New York Voter Registration

Registrant Information
Name: WAGNER, WILLIAM J
Residential Address: 1571 EGGERT RD
AMHERST, NY 14226-3360
ERIE COUNTY
SSN: [REDACTED]-9006
Date of Birth: [REDACTED] 1958
Gender: Male
Voter Information
Registration Date: 2/18/1986

3: New York Voter Registration

Registrant Information
Name: WAGNER, WILLIAM J
Residential Address: 1571 EGGERT RD
AMHERST, NY 14226-3360
ERIE COUNTY
SSN: [REDACTED]-9006
Date of Birth: [REDACTED] 1958
Voter Information
Registration Date: 2/18/1986
Last Vote Date: 11/4/2003
Party Affiliation: CONSERVATIVE
Active Status: ACTIVE

4: New York Voter Registration

Registrant Information
Name: WAGNER, WILLIAM J
Residential Address: 1571 EGGERT RD
BUFFALO, NY 14226-3360
ERIE COUNTY
SSN: [REDACTED] 9006
Date of Birth: [REDACTED] /1958
Gender: Male
Voter Information
Registration Date: 2/18/1986
Last Vote Date: 11/4/2003
Party Affiliation: CONSERVATIVE
Active Status: ACTIVE

5: New York Voter Registration

Registrant Information
Name: WAGNER, WILLIAM J JR
Residential Address: 1571 EGGERT RD
AMHERST, NY 14226-3360
ERIE COUNTY
SSN: [REDACTED]-9006
Date of Birth: [REDACTED] 958
Voter Information
Registration Date: 2/18/1986
Last Vote Date: 11/4/2003

6: New York Voter Registration

Registrant Information
Name: WAGNER, WILLIAM J JR
Residential Address: 1571 EGGERT RD
AMHERST, NY 14226-3360
ERIE COUNTY
SSN: [REDACTED]-9006
Date of Birth: [REDACTED] /1958
Gender: Male

Voter Information

Registration Date: 2/18/1986
Last Vote Date: 11/4/2003
Party Affiliation: CONSERVATIVE
Active Status: ACTIVE

7: New York Voter Registration**Registrant Information**

Name: WAGNER, WILLIAM J JR
Residential Address: 356 HARTFORD RD
AMHERST, NY 14226-1734
ERIE COUNTY

Home Phone: (716) 833-0783

SSN: [REDACTED]-9006

Date of Birth: [REDACTED] 1958

Gender: Male

Voter Information

Registration Date: 2/18/1986
Party Affiliation: CONSERVATIVE
Active Status: ACTIVE
Status: FEDERAL

8: New York Voter Registration**Registrant Information**

Name: WAGNER, WILLIAM J JR
Residential Address: 356 HARTFORD RD
AMHERST, NY 14226-1734
ERIE COUNTY

SSN: [REDACTED]-9006

Date of Birth: [REDACTED] 1958

Gender: Male

Voter Information

Registration Date: 2/18/1986
Last Vote Date: 11/4/2003
Party Affiliation: CONSERVATIVE

9: New York Voter Registration**Registrant Information**

Name: WAGNER, WILLIAM JR
Residential Address: 1571 EGGERT RD
AMHERST, NY 14226-3360
ERIE COUNTY

SSN: [REDACTED]-9006

Gender: Male

Voter Information

Active Status: ACTIVE

10: New York Voter Registration**Registrant Information**

Name: WAGNER, WILLIAM J JR
Residential Address: 378 WINDERMERE BLVD
AMHERST, NY 14226-2823
ERIE COUNTY

SSN: [REDACTED]-9006

Date of Birth: [REDACTED] 1958

Gender: Male

Voter Information

Last Vote Date: 11/4/2003
Party Affiliation: CONSERVATIVE
Status: FEDERAL

Driver Licenses - 1 records found**1: New York Driver License****Driver Information**

Name: WAGNER, WILLIAM J
Address: 356 HARTFORD RD
 BUFFALO, NY 14226-1734
 ERIE COUNTY
Data source: Non-Governmental: NY

Personal Information

SSN: [REDACTED]-9006
DOB: [REDACTED]/1959

License Information

Number: [REDACTED]9285

Additional Driver Information

DOB: [REDACTED]/1959

Judgments/Liens - 2 records found**1: NY Judgments and Liens Filings****Debtor Information**

Name: WAGNER, WILLIAM J JR
SSN: [REDACTED]-9006
Address: 356 HARTFORD RD
 BUFFALO, NY 14226-1734
 ERIE COUNTY

Creditor Information

Name: UNIFUND CCR PARTNERS

Filing Information

Jurisdiction: NY
Amount: \$4,391
Filing Date: 1/19/2007
Eviction: N

Filing 1

Number: G10093
Type: CIVIL JUDGMENT
Agency: BUFFALO CITY COURT
Agency State: NY
Agency County: ERIE

2: NY Judgments and Liens Filings**Debtor Information**

Name: WAGNER, WILLIAM J JR
SSN: [REDACTED]-9006
Address: 378 WINDERMERE BLVD
 AMHERST, NY 14226-2823
 ERIE COUNTY

Creditor Information

Name: M J PETERSON CORP

Filing Information

Jurisdiction: NY
Amount: \$1,285
Filing Date: 5/10/2006
Eviction: N

Filing 1

Number: B98134
Type: CIVIL JUDGMENT
Agency: BUFFALO CITY COURT
Agency State: NY
Agency County: ERIE

Potential Relatives - 10 records found

1st Degree: 7, 2nd Degree: 3

No.	Full Name	Address/Phone
1.	WAGNER, WILLIAM J • AKA WAGNER, WILLIAM G SSN [REDACTED]-XXXX DOB [REDACTED] 1950 (Age: 65)	5419 ROBERTS RD HAMBURG, NY 14075-5728 (716) 627-3806 5149 ROBERTS RD HAMBURG, NY 14075 S ROBERTS 5419 HAMBURG, NY 14075
2.	WAGNER, ANDREW R • AKA WAGNER, ANDREW A • AKA WAGNER, ANDREW R • AKA WAGNER, A SSN [REDACTED]-XXXX DOB [REDACTED] 1979 (Age: 36)	5419 ROBERTS RD HAMBURG, NY 14075-5728 (716) 627-3806 18 RUTLAND ST BUFFALO, NY 14220-1626 (716) 824-2901 112 SUNSET CT UNIT 1 HAMBURG, NY 14075-4255 113 SUNSET CT APT 2 HAMBURG, NY 14075-4259 (716) 627-3806 465 DORRANCE AVE APT 107 BUFFALO, NY 14218-1834
3.	WAGNER, JULIA LEONA • AKA WAGNER, JULIE SSN [REDACTED]-XXXX DOB [REDACTED] 1951 (Age: 64)	5419 ROBERTS RD HAMBURG, NY 14075-5728 (716) 627-3806 20 E MAIN ST APT HAMBURG, NY 14075-5009 (716) 649-4658 112 SUNSET CT APT 1B HAMBURG, NY 14075-4255 113 SUNSET CT APT 2 HAMBURG, NY 14075-4259 (716) 939-0750 3286 NASH RD HAMBURG, NY 14075-2509 (716) 648-3985
4.	WAGNER, CONSTANCE M SSN:402-22-XXXX DOB [REDACTED] 1926 (Age: 89)	356 HARTFORD RD BUFFALO, NY 14226-1734 (716) 833-2643 (716) 833-0783
5.	WAGNER, WILLIAM J ▲ Deceased • AKA WAGNER, WM J SSN [REDACTED]-XXXX DOB [REDACTED] 1917 (Age: 98)	356 HARTFORD RD BUFFALO, NY 14226-1734 (716) 833-2643 (716) 833-0783 739 AMHERST ST BUFFALO, NY 14216-3101

No.	Full Name	Address/Phone
		(716) 876-2453 (716) 833-0783
6.	WAGNER, WILLIAM G DOB [REDACTED]/1977 (Age: 38)	5419 ROBERTS RD HAMBURG, NY 14075-5728 (716) 627-3806
7.	BEATON, CAROL A • AKA BEATON, CAROL ANN • AKA WAGNER, CAROL A • AKA BEATON, CAROL W • AKA BEATON, CAROL A • AKA WAGNER-BEATON, CAROL SSN [REDACTED]-XXXX DOB [REDACTED]/1963 (Age: 52)	369 ELMWOOD AVE NORTH TONAWANDA, NY 14120-4711 (716) 692-4825 356 HARTFORD RD BUFFALO, NY 14226-1734 (716) 833-2643 (716) 692-4825 248 ROBERT DR APT 5 NORTH TONAWANDA, NY 14120-6421 (716) 692-4825 369 ELMWOOD AVE BUFFALO, NY 14222-2209 (716) 692-4825
7.A.	BEATON, BRIAN A • AKA BEATAU, BRIAN A SSN [REDACTED]-XXXX DOB [REDACTED]/1960 (Age: 55)	369 ELMWOOD AVE NORTH TONAWANDA, NY 14120-4711 (716) 692-4825 286 ROBERT DR APT 4 NORTH TONAWANDA, NY 14120-6412 (716) 692-4825 248 ROBERT DR APT 5 NORTH TONAWANDA, NY 14120-6421 (716) 692-4825 364 ELMWOOD AVE NORTH TONAWANDA, NY 14120-4712 (716) 692-4825
		124 SHERWIN DR TONAWANDA, NY 14150-4717 (716) 693-3871
7.B.	BEATON, BRENDA L DOB: 7/7/1986 (Age: 29)	14615 CAMBRIDGE CIR 212 LAUREL, MD 20707-3729 20014 FREDERICK RD APT 23 GERMANTOWN, MD 20876-4076 369 ELMWOOD AVE NORTH TONAWANDA, NY 14120-4711 (716) 692-4825
7.C.	BEATON, STEPHANIE M DOB: 5/24/1989 (Age: 26)	369 ELMWOOD AVE A NORTH TONAWANDA, NY 14120-4711 (716) 692-4825

Neighbors - 4 records found

1571 EGGERT RD BUFFALO, NY 14226-3360

Name	Address	Phone
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CHIARI000190

VARGAS, PATTY LYNN	1553 EGGERT RD BUFFALO, NY 14226-3371	(716) 833-9116
BAUER, JOHN R BAUER, MICHELLE A	1565 EGGERT RD BUFFALO, NY 14226-3360	(716) 837-7368
SCHMEICHEL, CARL R	1577 EGGERT RD BUFFALO, NY 14226-3360	(716) 833-4386 (716) 832-0889
FROST, LESLIE A	1583 EGGERT RD BUFFALO, NY 14226-3360	(716) 824-3507

Sources - 70 records found


All Sources	70 Source Document(s)
Driver Licenses	1 Source Document(s)
Email addresses	1 Source Document(s)
Historical Person Locator	3 Source Document(s)
Liens and Judgments	2 Source Document(s)
Person Locator 1	7 Source Document(s)
Person Locator 2	3 Source Document(s)
Person Locator 5	37 Source Document(s)
Person Locator 6	5 Source Document(s)
Utility Locator	1 Source Document(s)
Voter Registrations	10 Source Document(s)

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Your DPPA Permissible Use is: Debt Recovery/Fraud

Your GLBA Permissible Use is: Persons with a Legal/Beneficial Interest in the Consumer

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OWNERSHIP INFORMATION WAGNER WILLIAM 5419 ROBERTS RD HAMBURG NY 14075-5728 COUNTY: ERIE PROPERTY CLASS: 210 - ONE FAMILY YEAR-ROUND RESIDENCE	PARCEL NO: 181.07-1-12 Mail: HAMBURG NY 00000-0000 PHONE NUMBER: CENSUS TRACT: 0131.02												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">SALE INFORMATION</td> <td>Sale Date 04/23/2015</td> <td>Price \$ 1</td> <td>Deed Date 04/23/2015</td> </tr> </table>		SALE INFORMATION	Sale Date 04/23/2015	Price \$ 1	Deed Date 04/23/2015								
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EXEMPTIONS: BASIC STAR 1999-2000													
IMPROVEMENTS: (1) GAR-1.0 ATT. BUILT 1991, 0 SQFT, CONDITION NORMAL (1) PORCH-COVERD, BUILT 1970, 70.00 SQFT, CONDITION NORMAL <small>Note: Display indicates first residential site and up to four improvements.</small>													

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5/9/2016